Supreme Court E-Library

EN BANC

[G.R. Nos. 162335 & 162605. August 24, 2010]

SEVERINO M. MANOTOK IV, FROILAN M. MANOTOK, FERNANDO M. MANOTOK III, MA. MAMERTA M. MANOTOK, PATRICIA L. TIONGSON, PACITA L. GO, ROBERTO LAPERAL III, MICHAEL MARSHALL V. MANOTOK, MARYANN MANOTOK, FELISA MYLENE V. MANOTOK, IGNACIO V. MANOTOK, JR., MILAGROS V. MANOTOK, SEVERINO MANOTOK III, ROSA R. MANOTOK, MIGUEL A.B. SISON, GEORGE M. BOCANEGRA, MA. CRISTINA E. SISON, PHILIPP L. MANOTOK, JOSE CLEMENTE L. MANOTOK, RAMON SEVERINO L. MANOTOK, THELMA R. MANOTOK, JOSE MARIA MANOTOK, JESUS JUDE MANOTOK, JR. and MA. THERESA L. MANOTOK, represented by their Attorney-in-fact, ROSA R. MANOTOK, *petitioners, vs.* **HEIRS OF HOMER L. BARQUE, represented by TERESITA BARQUE HERNANDEZ,** *respondents.*

SYLLABUS

1. POLITICAL LAW; NATIONAL ECONOMY AND PATRIMONY; SALE OF PUBLIC LANDS; THE APPROVAL BY THE SECRETARY OF AGRICULTURE AND COMMERCE IS INDISPENSABLE FOR THE VALIDITY OF THE SALE OF FRIAR LANDS; EFFECT.— Section 18 of Act No. 1120 provides: SECTION 18. No lease or sale made by Chief of the Bureau of Public Lands under the provisions of this Act shall be valid **until approved by the Secretary of the Interior**. It is clear from the foregoing provision that the sale of friar lands shall be valid only if approved by the Secretary of the Interior (later the Secretary of Agriculture and Commerce). In *Solid State Multi-Products Corporation v. Court of Appeals*, this Court categorically declared that the approval by the Secretary of Agriculture and Commerce is indispensable for the validity of the sale of friar lands. This was reiterated in *Liao v. Court of Appeals*, where *sales certificates* issued

Supreme Court E-Library

by the Director of Lands in 1913 were held to be void in the absence of approval by the Secretary of Agriculture and Natural Resources. x x x Applying the rule laid down in *Solid State Multi-Products Corporation v. Court of Appeals* and *Liao v. Court of Appeals*, we held in *Alonso v. Cebu Country Club, Inc*., that the absence of approval by the Secretary of Agriculture and Commerce in the sale certificate and assignment of sale certificate made the sale *null and void ab initio*. Necessarily, there can be no valid titles issued on the basis of such sale or assignment. The Manotoks' reliance on the presumption of regularity in the statutorily prescribed transmittal by the Bureau of Lands to the Register of Deeds of their deed of conveyance is untenable.

2. ID.; ID.; ID.; THE CERTIFICATE OF SALE SIGNED BY THE SECRETARY OF AGRICULTURE AND NATURAL RESOURCES THAT VEST TITLE AND OWNERSHIP TO THE PURCHASER OF FRIAR LAND; SUSTAINED.— Clearly, it is the execution of the contract to sell and delivery of the certificate of sale that vests title and ownership to the purchaser of friar land. Such certificate of sale must, of course, be signed by the Secretary of Agriculture and Natural Resources, as evident from Sections 11, 12 and the second paragraph of Section 15, in relation to Section 18, of Act No. 1120: SECTION 11. Should any person who is the actual and bona fide settler upon, and occupant of, any portion of said lands at the time the same is conveyed to the Government of the Philippine Islands desire to purchase the land so occupied by him, he shall be entitled to do so at the actual cost thereof to the Government, and shall be granted fifteen years from the date of the purchase in which to pay for the same in equal annual installments, should he so desire paying interest at the rate of four per centum per annum on all deferred payments. **…The terms of purchase shall be agreed upon between the purchaser and the Director of Lands, subject to the approval of the Secretary of Agriculture and Natural Resources.** SECTION 12. ...When the cost thereof shall have been thus ascertained, the Chief of the Bureau of Public Lands shall give the said settler and occupant **a certificate which shall set forth in detail that the Government has agreed to sell to such settler and occupant the amount of land so held by him, at the price so fixed, payable as provided in this Act** ...and that upon the payment of the final installment together

Supreme Court E-Library

with all accrued interest the Government will convey to such settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act…SECTION 15. …The right of possession and **purchase acquired by certificates of sale signed under the provisions hereof** by purchasers of friar lands, pending final payment and the issuance of title, shall be considered as personal property for the purposes of serving as security for mortgages, and shall be considered as such in judicial proceedings relative to such security.

3. ID.; ID.; ID.; POSSESSION OF PATRIMONIAL PROPERTY OF THE GOVERNMENT, WHETHER SPANNING DECADES OR CENTURIES, CANNOT *IPSO FACTO* RIPEN INTO OWNERSHIP; APPLICATION.— The decades-long occupation by the Manotoks of Lot 823, their payment of real property taxes and construction of buildings, are of no moment. It must be noted that the Manotoks miserably failed to prove the existence of the title allegedly issued in the name of Severino Manotok after the latter had paid in full the purchase price. The Manotoks did not offer any explanation as to why the only copy of TCT No. 22813 was torn in half and no record of documents leading to its issuance can be found in the registry of deeds. As to the certification issued by the Register of Deeds of Caloocan, it simply described the copy presented (Exh. 5-A) as "DILAPIDATED" without stating if the original copy of TCT No. 22813 actually existed in their records, nor any information on the year of issuance and name of registered owner. While TCT No. 22813 was mentioned in certain documents such as the deed of donation executed in 1946 by Severino Manotok in favor of his children and the first tax declaration (Exh. 26), these do not stand as secondary evidence of an alleged transfer from OCT No. 614. This hiatus in the evidence of the Manotoks further cast doubts on the veracity of their claim. As we stressed in *Alonso*: Neither may the rewards of prescription be successfully invoked by respondent, as it is an iron-clad *dictum* that prescription can never lie against the Government. Since respondent failed to present the paper trail of the property's conversion to private property, the lengthy possession and occupation of the disputed land by respondent cannot be counted in its favor, as the subject property being a friar land, remained

part of the patrimonial property of the Government. **Possession of patrimonial property of the Government, whether spanning decades or centuries, can not *ipso facto* ripen into ownership**. Moreover, the rule that statutes of limitation do not run against the State, unless therein expressly provided, is founded on the "the great principle of public policy, applicable to all governments alike, which forbids that the public interests should be prejudiced by the negligence of the officers or agents to whose care they are confided." With respect to the claim of the Manahans, we concur with the finding of the CA that no copy of the alleged Sale Certificate No. 511can be found in the records of either the DENR-NCR, LMB or National Archives. Although the OSG submitted a certified copy of Assignment of Sale Certificate No. 511 allegedly executed by Valentin Manahan in favor of Hilaria de Guzman, there is no competent evidence to show that the claimant Valentin Manahan or his successors-in-interest actually occupied Lot 823, declared the land for tax purposes, or paid the taxes due thereon.

CARPIO MORALES, *J., concurring and dissenting opinion:*

1. POLITICAL LAW NATIONAL ECONOMY AND PATRIMONY; SALE OR LEASE OF PUBLIC LANDS; SHALL BE VALID UNTIL APPROVED BY THE SECRETARY OF NATURAL RESOURCES; APPROVAL, CONSTRUED.— A deeper consideration of the operative act of compliance with the requirement in Section 18 that "[n]o lease or sale made by Chief of the Bureau of Public Lands under the provisions of this Act shall be valid until **approved** by the Secretary" is in order. The general proposition is that a petitioner's claim of ownership must fail in the absence of positive evidence showing the Department Secretary's approval, which cannot simply be presumed or inferred from certain acts. Jurisprudential review is gainful only insofar as settling that the "approval" by the Department Secretary is indispensable to the validity of the sale. **Case law does *not* categorically state that the required "approval" must be in the form of a *signature* on the Certificate of Sale.** *Alonso v. Cebu Country Club, Inc.* merely declared that the "deed of sale" was "not approved" by the Department Secretary. *Solid State Multi-Products Corp. v. Court of Appeals* simply found that the Department Secretary

Supreme Court E-Library

"approv[ed] th[e] sale without auction" and returned or referred the "application" to the Director of Lands. In *Liao v. Court of Appeals*, the sale certificates were "approved" by a different Department Secretary. *Dela Torre v. Court of Appeals* mentioned nothing about the signature of the Department Secretary, as the instrument of conveyance was yet to be issued.

2. ID.; ID.; ID.; ID.; DEPARTMENT SECRETARY'S SIGNATURE ON THE CERTIFICATE OF SALE IS NOT ONE OF THE REQUIREMENTS FOR THE ISSUANCE OF THE DEED OF CONVEYANCE; RATIONALE.— I submit that the Department Secretary's signature on the certificate of sale is not one of the "requirements for the issuance of the Deed of Conveyance under Act No. 1120." To require another signature of the Department Secretary on the Certificate of Sale, on top of that deemed placed by Order 16-05 on the Deed of Conveyance, is to impose a *redundant* requirement and *render irrelevant the spirit of said Order*. IN FINE, petitioners having complied with the conditions for the applicability of Order 16-05, their Deed of Conveyance is "deemed signed or otherwise ratified" by said Order. It bears emphasis that Order 16-05 is a positive act on the part of the Department Secretary to remedy the situation where, all other conditions having been established by competent evidence, the signature of the Department Secretary is lacking. The Order aims to rectify a previous governmental inaction on an otherwise legally valid claim, or affirm an earlier approval shown to be apparent and consistent by a credible paper trail. Obviously, the incumbent Department Secretary can no longer probe into the deep recesses of his deceased predecessors, or unearth irretrievably tattered documents at a time when the country and its records had long been torn by war, just to satisfy himself with an explanation in the withholding of the signature. The meat of Order 16-05 contemplates such bone of contention as in the present case.

CARPIO, *J., dissenting opinion:*

1. POLITICAL LAW; NATIONAL ECONOMY AND PATRIMONY; SALE OF PUBLIC LANDS; DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) MEMORANDUM ORDER NO. 16-05; CATEGORICALLY

STATES THAT ALL DEEDS OF CONVEYANCE THAT DO NOT BEAR THE SIGNATURE OF THE SECRETARY ARE DEEMED SIGNED OR OTHERWISE RATIFIED; SUSTAINED.— While the third WHEREAS clause of DENR Memorandum Order No. 16-05 refers to Deeds of Conveyance on record in the "field offices" of the DENR, the dispositive portion categorically states that "***all* Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or otherwise ratified**" by the Memorandum Order. The word "all" means everything, without exception. DENR Memorandum Order No. 16-05 should apply to **all Deeds of Conveyance**, as declared in its dispositive portion, and should not be limited to those on file in DENR "field offices." Assuming, however, that only records on file in the DENR "field offices" are covered by DENR Memorandum Order No. 16-05, **the DENR has a "field office" in Manila for land titles in the National Capital Region (NCR) region**. **This "field office" in Manila is the DENR's Regional Office for the NCR, which is one of the country's 17 administrative regions. In fact, there is no city or municipality in the Philippines that is not under a "field office" of the DENR**. Executive Order No. 192 provides: Section 20. Field Offices of the Department **The *field offices* of the Department are the Environment and Natural Resources *Regional Offices* in the thirteen (13) [now seventeen (17)] administrative regions of the country, the Environment and Natural Resources Provincial Office in every province and the Community Office in municipalities whenever deemed necessary**. The regional offices of the Bureau of Forest Development, Bureau of Mines and Geo-sciences, and Bureau of Lands in each of the thirteen (13) administrative regions and the research centers of the Forest Research Institute are hereby integrated into the Department-wide Regional Environment and Natural Resources Office of the Department, in accordance with Section 24(e) hereof. A Regional Office shall be headed by a Regional Executive Director (with the rank of Regional Director) and shall be assisted by five (5) Regional Technical Directors (with the rank of Assistant Regional Director) each for Forestry, Land Management, Mines and Geo-sciences, Environmental Management, and Ecosystems Research. The Regional Executive Directors and Regional Technical Directors shall be Career Executive Service Officers.

Supreme Court E-Library

Clearly, as expressly stated in Section 20 of Executive Order No. 192, all DENR Regional Offices, including the Regional Office in NCR, are "field offices" of the DENR. Quezon City, where the land in question is situated, is under DENR's NCR "field office." **In 1919, when the Government sold the subject friar land to the Manotoks' predecessors-in-interest, the land was part of the province of Rizal, which also has a "field office."** Indisputably, DENR Memorandum Order No. 16-05 applies to all Deeds of Conveyance of friar lands anywhere in the Philippines without exception. Thus, conveyances of land within the NCR, including the conveyance to the Manotoks, are covered by DENR Memorandum Order No. 16-05. The first WHEREAS clause clearly states that **what DENR Memorandum Order No. 16-05 seeks to cure are the "uncertainties in the title of the land disposed by the Government under Act 1120 or the Friar Lands Act due to the lack of signature of the Secretary on the Deeds of Conveyance."** If we apply DENR Memorandum Order No. 16-05 only to Deeds of Conveyance on record in the "field offices" outside of NCR, the purpose of the issuance of DENR Memorandum Order No. 16-05 will not be fully accomplished.

2. ID.; ID.; ID.; ID.; THE MAJORITY'S LIMITED APPLICATION THEREOF IS VIOLATIVE OF THE EQUAL PROTECTION CLAUSE OF THE CONSTITUTION; RATIONALE.— The majority opinion's limited application of DENR Memorandum Order No. 16-05 is violative of the equal protection clause of the Constitution which requires, for valid classification, the following: (1) It must be based upon substantial distinctions; (2) It must be germane to the purposes of the law; (3) It must not be limited to existing conditions only; and (4) It must apply equally to all members of the class. The groupings must be characterized by substantial distinctions that make for real differences so that one class may be treated and regulated differently from another. To limit the application of DENR Memorandum Order No. 16-05 to Deeds of Conveyance in the "field offices" **outside of NCR** would be discriminatory as there is no substantial distinction between the files on record in the DENR "field offices" outside of NCR and the files on record in the DENR "field office" in NCR.

3. ID.; ID.; ID.; ID.; DOES NOT DISPENSE WITH THE SECRETARY'S SIGNATURE BUT RATHER CURES THE ABSENCE OF SUCH SIGNATURE.— There is no conflict between Memorandum Order No. 16-05 and Section 18 of Act No. 1120. Memorandum Order No. 16-05 recognizes the formality of the signature of the Secretary of Interior/ Agriculture on Deeds on Conveyances. Memorandum Order No. 16-05 complies with Section 18 of Act No. 1120 by ratifying the Deeds of Conveyances that were not signed, for one reason or another, by the Secretary. Memorandum Order No. 16-05 only supplies a formality because as the majority expressly admit, the signature of the Secretary is merely a ministerial act upon full payment of the purchase price. Memorandum Order No. 16-05 does not dispense with the Secretary's signature but rather cures the absence of such signature by stating that "all Deeds of Conveyance that do not bear the signature of the Secretary are **deemed signed**." It is as if the DENR Secretary signed each and every Deed of Conveyance that lacked the signature of the Secretary, provided of course that the purchase price had been fully paid. To repeat, Memorandum Order No. 16-05 applies to Deed of Conveyance No. 29204 because the land was already fully paid and the Deed of Conveyance was signed by the Director of Lands but only lacked the signature of the Secretary of Interior/Agriculture.

4. ID.; ID.; ID.; RECOGNIZED RESOLUTORY CONDITION IS NON-PAYMENT OF THE FULL PURCHASE PRICE; EQUITABLE AND BENEFICIAL TITLE SHALL PASS TO THE PURCHASER FROM THE TIME THE FIRST INSTALLMENT IS PAID AND THE CERTIFICATE OF SALE IS ISSUED; APPLICATION IN CASE AT BAR.— The Manotoks became owners of the land upon their full payment of the purchase price to the Government on 7 December 1932. Upon such full payment, the Manotoks had the right to demand conveyance of the land and issuance of the corresponding title to them. This is the law and jurisprudence on friar lands. Thus, the Court has held that in cases of sale of friar lands, the only recognized resolutory condition is non-payment of the full purchase price. Pursuant to Section 12 of Act No. 1120, **"upon payment of the last installment together with all accrued interest[,] the Government will convey to [the] settler and occupant the said land so held by him by proper instrument**

Supreme Court E-Library

of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act." Once it is shown that the full purchase price had been paid, the issuance of the proper certificate of conveyance necessarily follows. There is nothing more that is required to be done as the title already passes to the purchaser. The Court has ruled that equitable and beneficial title to the friar land passes to the purchaser from the time the first installment is paid and a certificate of sale is issued. When the purchaser finally pays the final installment on the purchase price and is given a deed of conveyance and a certificate of title, the title, at least in equity, ***retroacts*** to the time he first occupied the land, paid the first installment and was issued the corresponding certificate of sale. The sequence then is that a certificate of sale is issued upon payment of the first installment. Upon payment of the final installment, the deed of conveyance is issued. **It is the Deed of Conveyance that must bear the signature of the Secretary of Interior/ Agriculture because it is only when the final installment is paid that the Secretary can approve the sale, the purchase price having been fully paid**. This is why DENR Memorandum Order No. 16-05 refers only to the Deed of Conveyance, and not to the Sale Certificate, as the document that is "deemed signed" by the Secretary. **In short, Section 18 of Act No. 1120 which states that "(n)o xxx sale xxx shall be valid until approved by the Secretary of Interior" refers to the approval by the Secretary of the Deed of Conveyance. x x x** The majority categorically admit that upon full payment of the purchase price, the buyer *ipso facto* becomes the absolute owner of the friar land, and it becomes the ***ministerial duty*** of the Secretary, who cannot otherwise refuse, to sign the Deed of Conveyance. As absolute owners of the land who have fully paid the purchase price to the Government, and whose ownership retroacted to 10 March 1919, the Manotoks have the right to compel the Secretary, and the Secretary has the ministerial duty, to sign Deed of Conveyance No. 29204. In fact, the Manotoks have been paying the real estate taxes on the land since at least 1933. The Office of the Provincial Assessor declared the title in Severino Manotok's name for tax purposes on 9 August 1933 and assessed Severino Manotok "beginning with the year 1933. Indisputably, upon full payment of the purchase price, full and absolute ownership passes to the

purchaser of friar land. In the case of the Manotoks' title, the Deed of Conveyance was issued except that it lacked the signature of the Secretary which the majority erroneously hold is still indispensable pursuant to *Alonso*. However, *Alonso* should not be applied to the Manotoks' title because DENR Memorandum Order No. 16-05 was not yet issued when the Court decided *Alonso*. The absence of the Secretary's signature in the Deed of Conveyance in *Alonso* was never cured and hence the Court in *Alonso* voided the Deed of Conveyance. Besides, in *Alonso* the corresponding torrens title was never issued even after a lapse of 66 years from the date of the Deed of Conveyance. In sharp contrast, here the lack of the Secretary's signature in the Manotoks' Deed of Conveyance No. 29204 was cured by the issuance of DENR Memorandum Order No. 16-05, which expressly states that **"all Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or ratified x x x."** Moreover, the Manotoks have been issued their torrens title way back in 1933.

5. ID.; ID.; ID.; REPUBLIC ACT NO. 9443 (AN ACT CONFIRMING AND DECLARING, SUBJECT TO CERTAIN EXCEPTIONS, THE VALIDITY OF EXISTING CERTIFICATES OF TITLE AND RECONSTITUTED CERTIFICATES OF TITLE COVERING BANILAD FRIAR LANDS ESTATE); THE BENEFITS OF THE LAW SHOULD APPLY TO OTHER LANDS SIMILARLY SITUATED.— The majority declare that "[t]he enactment of RA 9443 signifies the legislature's recognition of the statutory basis of the *Alonso* ruling to the effect that in the absence of signature and/or approval of the Secretary of Interior/Natural Resources in the Certificates of Sale on file with the CENRO, the sale is not valid and the purchaser has not acquired ownership of the friar land. Indeed, Congress found it imperative to pass a new law in order to exempt the already titled portions of the Banilad Friar Lands Estate from the operation of Sec. 18." While RA 9443 refers only to the Banilad Friar Lands Estate, to limit its application solely to the Banilad Friar Lands Estate will result in class legislation. RA 9443 should be extended to lands similarly situated. In *Central Bank Employees Assoc., Inc. v. Bangko Sentral ng Pilipinas*, the Court ruled that the grant of a privilege to rank-and-file employees of seven government financial institutions and its denial to BSP rank-and-file

Supreme Court E-Library

employees breached the latter's equal protection. In that case, the Court stated that "*[a]likes are being treated as unalikes without any rational basis.*" That is the situation in the present case if RA 9443 shall apply only to the Banilad Friar Lands Estate. There is no substantial distinction between the sale of friar lands in Banilad and the sale of friar lands in other places except for their location. The Court further stated in *Central Bank Employees Assoc., Inc.*: [I]t must be emphasized that the equal protection clause does not demand absolute equality *but it requires that all persons shall be treated alike, under like circumstances and conditions both as to privileges conferred and liabilities enforced.* Favoritism and undue preference cannot be allowed. For the principle is that equal protection and security shall be given to every person under circumstances which, if not identical, are analogous. If law be looked upon in terms of burden or charges, those that fall within a class should be treated in the same fashion; whatever restrictions cast on some in the group is equally binding on the rest. As such, if the lack of signatures and approval of the Secretary of Interior/Agriculture and the Director of Lands were cured with the passage of RA 9443, the benefits of the law should apply to other lands similarly situated.

SERENO, *J., dissenting opinion:*

1. POLITICAL LAW; JUDICIARY; PHILIPPINE SUPREME COURT; FUNCTION.— The function of courts, especially that of the Philippine Supreme Court within the State apparatus, is to issue judicial edicts that consistently uphold legitimate expectations to promote stability and not chaos. Thus a decision that introduces instability without an overweening legal reason that has emanated from the people themselves or from the legislature should instinctively be avoided by the Supreme Court.

2. ID.; DECLARATION OF PRINCIPLES; PROTECTION OF PROPERTY; EFFECT OF FAILURE OF THE LEGAL SYSTEM TO PROMOTE THE STABILITY OF PROPERTY RIGHTS, EXPLAINED.— In Article II, Section 5 of the Constitution, the protection of property is deemed essential for the enjoyment by all the people of the blessings of democracy. The just and dynamic social order described in Section 9 of the same Article envisions a market system where

transactions validly entered upon are upheld by courts. Article II, Section 1 in effect guarantees that the possession of all the requisites for title-holding by persons not be disturbed save by superior legal bases. Should the legal system fail to promote the stability of property rights, there will be an increase in the uncertainty surrounding economic outcomes. If stability cannot be ensured and there is a lack of credible commitment on the part of the ruling body to safeguard the rights of the right-bearers (*i.e.* the holders of rights to property), the value of property is undermined by risk and there is far less incentive for investment. The choices economic entities make will be severely limited, being hampered by these disincentives, and as a result, economic growth will drop. Unpredictability and uncertainty with regard to future values, as well as the inefficiencies of outcomes brought about by an uneven application of distributive arrangements of property rights, will assail the very foundations of our economic system.

APPEARANCES OF COUNSEL

Felix B. Lerio, Justice Florentino P. Feliciano, Roberto San Juan and Leslie C. Dy and *Sycip Salazar Hernandez & Gatmaitan* for petitioners.

Romeo C. De La Cruz & Associates for intervenors Manahan.

Maria Cynthia Antonia V. Sardillo Pimentel.

D E C I S I O N

VILLARAMA, JR., *J.*:

In our Resolution[1] promulgated on December 18, 2008, we set aside the Decision[2] dated December 12, 2005 rendered by the First Division; recalled the Entry of Judgment recorded on May 2, 2006; reversed and set aside the Amended Decisions

[1] *Manotok IV v. Heirs of Homer L. Barque*, G.R. Nos. 162335 & 162605, 574 SCRA 468.

[2] Penned by Associate Justice Consuelo Ynares-Santiago and concurred in by Chief Justice Hilario G. Davide, Jr. and Associate Justices Leonardo A. Quisumbing and Adolfo S. Azcuna. Associate Justice Antonio T. Carpio dissented.

Supreme Court E-Library

dated November 7, 2003 and March 12, 2004 in CA-G.R. SP Nos. 66700 and 66642, respectively; and remanded to the Court of Appeals (CA) for further proceedings these cases which shall be raffled immediately.

The CA was specifically directed to receive evidence with primary focus on whether the Manotoks can trace their claim of title to a valid alienation by the Government of Lot No. 823 of the Piedad Estate, which was a Friar Land. On that evidence, this Court may ultimately decide whether annulment of the Manotok title is warranted, similar to the annulment of the Cebu Country Club title in *Alonso v. Cebu Country Club, Inc.*[3] The Barques and Manahans were likewise allowed to present evidence on their respective claims "which may have an impact on the correct determination of the status of the Manotok title." On the other hand, the Office of the Solicitor General (OSG) was directed to secure all the relevant records from the Land Management Bureau (LMB) and the Department of Environment and Natural Resources (DENR). If the final evidence on record "definitively reveals the proper claimant to the subject property, the Court would take such fact into consideration as it adjudicates final relief."[4]

After concluding the proceedings in which all the parties participated and presented testimonial and documentary evidence, as well as memoranda setting forth their respective arguments, the CA's Special Former First Division rendered a Commissioners' Report[5] consisting of 219 pages on April 12, 2010. Upon receipt of the sealed Report submitted to this Court, the parties were no longer furnished copies thereof in order not to delay the promulgation of the Court's action and the adjudication of these cases, and pursuant to our power under Section 6, Rule 135 of the Rules of Court to adopt any suitable process or mode of proceeding which appears conformable to the spirit of the Rules

---

[3] G.R. No. 130876, January 31, 2002, 375 SCRA 390.

[4] *Supra* note 1, at 508-509.

[5] Penned by Associate Justice Ramon M. Bato, Jr. and concurred in by Associate Justices Sesinando E. Villon and Normandie B. Pizarro.

Supreme Court E-Library

"to carry into effect all auxiliary processes and other means necessary to carry our jurisdiction into effect."[6]

The evidence adduced by the parties before the CA, which are exhaustively discussed in the Commissioners' Report, including the judicial affidavits and testimonies presented during the hearings conducted by the CA's Special Former Special Former First Division, are herein summarized. But first, a brief restatement of the antecedents set forth in our Resolution.

Antecedents

Lot No. 823 is a part of the Piedad Estate, Quezon City, a Friar Land acquired by the Philippine Government from the Philippine Sugar Estates Development Company, Ltd., La Sociedad Agricola de Ultramar, the British-Manila Estate Company, Ltd., and the Recoleto Order of the Philippine Islands on December 23, 1903, as indicated in Act No. 1120 (Friar Lands Act) enacted on April 26, 1904. The Piedad Estate has been titled in the name of the Government under Original Certificate of Title (OCT) No. 614 and was placed under the administration of the Director of Lands.[7]

Controversy arising from conflicting claims over Lot 823 began to surface after a fire gutted portions of the Quezon City Hall on June 11, 1988 which destroyed records stored in the Office of the Register of Deeds of Quezon City. That fire has attained notoriety due to the numerous certificates of title on file with that office, which were destroyed as a consequence. The resulting effects of that blaze on specific property registration controversies have been dealt with by the Court in a number of cases since then. The present petitions are perhaps the most heated, if not the most contentious of those cases thus far.[8]

---

[6] See *Manotok Realty, Inc. v. CLT Realty Development Corporation*, G.R. Nos. 123346 & 134385, March 31, 2009, 582 SCRA 583, 590.

[7] See *Liao v. Court of Appeals*, G.R. Nos. 102961-62, 107625 and 108759, January 27, 2000, 323 SCRA 430, 442.

[8] *Manotok IV v. Heirs of Homer L.Barque, supra* note 1, at 484.

Supreme Court E-Library

Sometime in 1990, a petition for administrative reconstitution[9] of Transfer Certificate of Title (TCT) No. 372302 in the name of the Manotoks covering Lot No. 823 with an area of 342,945 square meters was filed by the Manotoks with the Land Registration Authority (LRA) which granted the same, resulting in the issuance of TCT No. RT-22481 (372302) in 1991. In 1996, eight (8) years after the fire which razed the Quezon City Hall building, the Barques filed a petition with the LRA for administrative reconstitution of the original of TCT No. 210177 in the name of Homer Barque and covering Lot 823 of the Piedad Estate, Quezon City, alleged to be among those titles destroyed in the fire. In support of their petition, the Barques submitted copies of the alleged owner's duplicate of TCT No. 210177, real estate tax receipts, tax declarations and a Plan Fls 3168-D covering the property.[10]

Learning of the Barques' petition, the Manotoks filed their opposition thereto, alleging that TCT No. 210177 was spurious. Although both titles of the Manotoks and the Barques refer to land belonging to Lot No. 823 of the Piedad Estate situated in the then Municipality of Caloocan, Province of Rizal, TCT No. 210177 actually involves two (2) parcels with an aggregate area of 342,945 square meters, while TCT No. RT-22481 (372302) pertains only to a single parcel of land, with a similar area of 342,945 square meters.[11]

On June 30, 1997, Atty. Benjamin M. Bustos, the reconstituting officer, denied Barques' petition declaring that Lot No. 823 is already registered in the name of the Manotoks and covered by TCT No. 372302 which was reconstituted under Adm. Reconstitution No. Q-213 dated February 1, 1991, and that the submitted plan Fls 3168-D is a spurious document as categorically declared by Engr. Privadi J.G. Dalire, Chief, Geodetic Surveys

---

[9] Exhibits 1 and 31 – Manotok, CA *rollo*, Vol. VII, pp. 3060-3061, 3316-3321.

[10] *Manotok IV v. Heirs of Homer L. Barque, supra* note 1, at 485.

[11] *Id.*

Division of the LMB. The Barques' motion for reconsideration having been denied, they appealed to the LRA. [12]

The LRA reversed the ruling of Atty. Bustos and declared that the Manotok title was fraudulently reconstituted. It ordered that reconstitution of TCT No. 210177 in the name of Homer L. Barque shall be given due course after cancellation of TCT No. RT-22481 (372302) in the name of the Manotoks upon order of a competent court of jurisdiction. The LRA denied the Manotoks' motion for reconsideration and the Barques' prayer for immediate reconstitution. Both the Manotoks and the Barques appealed the LRA decision to the CA.[13]

In the petition for review filed by the Barques (CA-G.R. SP No. 66700), Felicitas Manahan filed a motion to intervene and sought the dismissal of the cases in CA-G.R. SP No. 66700 and CA-G.R. SP No. 66642 as she claimed ownership of the subject property.[14]

By Decision of September 13, 2002, the CA's Second Division denied the petition in CA-G.R. SP No. 66700 and affirmed the LRA Resolution. Subsequently, in an Amended Decision[15] dated November 7, 2003, the Special Division of Five of the Former Second Division reconsidered its Decision dated September 13, 2002 and directed the Register of Deeds of Quezon City to cancel TCT No. RT-22481 (372302) in the name of the Manotoks and to reconstitute the Barques' "valid, genuine and existing" TCT No. 210177. The Manotoks filed a motion for reconsideration but this was denied.[16]

As to Manotoks' petition (CA-G.R. SP No. 66642), the CA's Third Division rendered a Decision[17] on October 29, 2003 which

---

[12] *Id.* at 485-486.

[13] *Id.* at 487-488.

[14] *Id.* at 488.

[15] Penned by Associate Justice Buenaventura J. Guerrero and concurred in by Associate Justices Eloy R. Bello, Jr., Edgardo P. Cruz and Danilo B. Pine. Associate Justice Juan Q. Enriquez, Jr. dissented.

[16] *Manotok IV v. Heirs of Homer L. Barque*, *supra* note 1, at 488-489.

[17] Penned by Associate Justice Eubulo G. Verzola and concurred in by Associate Justices Remedios Salazar-Fernando and Edgardo F. Sundiam.

Supreme Court E-Library

affirmed the resolution of the LRA. The Barques filed a motion for reconsideration. As what happened in CA-G.R. SP No. 66700, the CA's Third Division granted the Barques' motion for reconsideration and on February 24, 2004, promulgated its Amended Decision wherein it reconsidered the decision dated October 29, 2003, and ordered the Register of Deeds of Quezon City to cancel TCT No. RT-22481 (372302) in the name of the Manotoks and the LRA to reconstitute the Barques' TCT No. 210177.[18]

Aggrieved by the outcome of the two (2) cases in the CA, the Manotoks filed the present separate petitions (G.R. Nos. 162605 and 162335) which were ordered consolidated on August 2, 2004. On December 12, 2005, this Court's First Division rendered its Decision affirming the two (2) decisions of the CA. The Manotoks filed a motion for reconsideration, which the Court's First Division denied in a Resolution dated April 19, 2006. Thereafter, the Manotoks filed a Motion for Leave to File a Second Motion for Reconsideration, with their Motion for Reconsideration attached. The Court denied the same in a Resolution dated June 19, 2006 and eventually entry of judgment was made in the Book of Entries of Judgment on May 2, 2006. In the meantime, the Barques filed multiple motions with the First Division for execution of the judgment, while the Manotoks filed an Urgent Motion to Refer Motion for Possession to the Supreme Court *En Banc* (with prayer to set motion for oral arguments). In a Resolution dated July 19, 2006, the Special First Division referred these cases to the Court *en banc*, and on July 26, 2006, the Court *en banc* promulgated a Resolution accepting the cases.[19]

On September 7, 2006, Felicitas Manahan and Rosendo Manahan filed a motion to intervene, to which was attached their petition in intervention. They alleged that their predecessor-in-interest, Valentin Manahan, was issued Sale Certificate No. 511 covering Lot No. 823 of the Piedad Estate and attached to their

---

[18] *Manotok IV v. Heirs of Homer L. Barque, supra* note 1, at 489.

[19] *Id.* at 490.

Supreme Court E-Library

petition the findings of the National Bureau of Investigation (NBI) that the documents of the Manotoks were not as old as they were purported to be. Consequently, the Director of the Legal Division of the LMB recommended to the Director of the LMB that "steps be taken in the proper court for the cancellation of TCT No. RT-22481 (372302) and all its derivative titles so that the land covered may be reverted to the State." In compliance with the directive of this Court, the OSG filed its Comment and oral arguments were held on July 24, 2007. Thereafter, the Court required the parties, the intervenors and the Solicitor General to submit their respective memoranda.

As already mentioned, the December 12, 2005 Decision of the Court's First Division was set aside, entry of judgment recalled and the CA's Amended Decisions in CA-G.R. SP Nos. 66642 and 66700 were reversed and set aside, pursuant to our Resolution promulgated on December 18, 2008 wherein we ordered the remand of the cases to the CA for further proceedings.

Evidence Submitted to the CA

A. ***OSG***

Engr. Judith Poblete, Records Custodian of DENR-NCR, brought the original copy of the Lot Description of Lot No. 823 of the Piedad Estate, a certified copy of which was marked as Exhibit 28-OSG [DENR]. She also identified Land Use Map (1978), Exhibit 32-OSG [DENR], showing the location of Lot No. 823 of Piedad Estate at Matandang Balara, Quezon City.[20]

Engr. Evelyn G. Celzo, Geodetic Engineer III of the Technical Services Section of DENR-NCR, identified her signature in Technical Descriptions (Lot No. 823, Piedad Estate) marked as Exhibit 29-OSG [DENR],[21] which is on file at the Technical Services Section. She explained that there is no discrepancy because the lot description "64.45" appearing in Exhibit 28-

[20] TSN, July 27, 2009, pp. 8, 11-21 (CA *rollo*, Vol. V, pp. 1909, 1912-1922); CA *rollo*, Vol. VI, pp. 2686, 2695-2697.

[21] CA *rollo*, Vol. IV, p. 1462.

Supreme Court E-Library

OSG should read "644.5" (as reflected in Exhibit 29-OSG [DENR]) and they used this computation as otherwise the polygon will not close. Sketch/Special Plans (Exhibits 30 and 31-OSG [DENR]) were prepared for Felicitas Manahan after she had purchased Lot No. 823 of Piedad Estate. As land investigator, she made a thorough research of the property and she was able to see only the sale certificate of the Manahans (Exhibit 2-OSG [LMB]) but not those of the Manotoks and the Barques. She admitted that she does not have the record of the field notes of the survey conducted in 1907.[22]

Atty. Fe T. Tuanda, Officer-in-Charge (OIC) of the Records Management Division (RMD), LMB, testified that she was designated OIC on January 13, 2009. She identified the following documents on file at their office, certified copies of previously certified copies which were marked as OSG exhibits: (a) Survey Card for BL Survey No. Fls-3164 in the name of Valentin Manahan (Exh. 1-OSG [LMB]); (b) Assignment of Sale Certificate No. 511 dated June 24, 1939 in the name of Valentin Manahan, assignor, and Hilaria de Guzman, assignee (Exh. 2-OSG [LMB]); (c) Deed of Absolute Sale dated August 23, 1974 executed by Hilaria de Guzman in favor of Felicitas Manahan covering Lot 823, Fls-3164, Piedad Estate (Exh. 3-OSG [LMB]); (d) Technical Description of Lot No. 823, Piedad Estate dated May 27, 1983 (Exh. 4-OSG [LMB]); (e) Investigation Report on Lot No. 823, Piedad Estate dated July 5, 1989 prepared by Evelyn C. dela Rosa, Land Investigator, North CENRO (Exh. 5-OSG [LMB]); (f) Petition for cancellation/reversion of TCT No. RT-22481 (372302) in the name of Severino Manotok, *et al*. dated November 25, 1998 filed by Felicitas Manahan before the OSG (Exh. 6-OSG [LMB]); (g) Letter dated December 3, 1998 of Assistant Solicitor General Cecilio O. Estoesta referring the petition filed by Felicitas Manahan to the LMB for investigation and/or appropriate action (Exh. 7-OSG [LMB]); (h) LMB Special Order No. 98-135 dated

[22] TSN, July 27, 2009, pp. 29-37, 44-60, 73-85, 98-108 (CA *rollo*, Vol. V, pp. 1930-1938, 1945-1961, 1974-1986, 1999-2009); CA *rollo*, Vol. VI, pp. 2686-2688, 2689-2694.

Supreme Court E-Library

December 18, 1998 designating investigators for the petition filed by Felicitas Manahan (Exh. 8-OSG [LMB]); (i) 1st Indorsement dated February 23, 1999 and 2nd Indorsement dated March 26, 1999 issued by DENR Lands Sector Regional Technical Director Mamerto L. Infante forwarding documents pertaining to Lot No. 823, Fls-3164, Piedad Estate, Quezon City to the Director of LMB (Exhs. 9 and 10-OSG [LMB]); (j) Chemistry Report No. C-99-152 dated June 10, 1999 issued by the NBI Forensic Chemistry Division (Exh. 11-OSG [LMB]); (k) Office Memorandum dated October 2000 from LMB Land Administration and Utilization Division Chief Arthus T. Tenazas forwarding records of Lot No. 823, Piedad Estate to the LMB-RMD for numbering and notarization of the Deed of Conveyance (Exh. 12-OSG [LMB]); (l) Memorandum dated April 17, 2000 issued by the Chief of the Legal Division of the LMB to the OIC- Director of the LMB regarding the petition filed by Felicitas Manahan (Exh. 13-OSG [LMB]); (m) Memorandum dated July 6, 2000 issued by the DENR Undersecretary for Legal Affairs to the Director of the LMB on the issue of whether a Deed of Conveyance may be issued to Felicitas Manahan by virtue of Sale Certificate No. 511 covering Lot No. 823 of Piedad Estate (Exh. 14-OSG [LMB]); (n) Order dated October 16, 2000 issued by the LMB transferring Sale Certificate No. 511 in the name of Valentin Manahan and ordering the issuance of Deed of Conveyance in favor of Felicitas Manahan (Exh. 15-OSG [LMB]); (o) Deed No. V-200022 dated October 30, 2000 issued by the LMB and signed by the OIC Director of Lands Management, in favor of Felicitas Manahan covering Lot No. 823 of Piedad Estate (Exh. 16-OSG [LMB]); (p) Letter dated November 24, 2004 from LRA Deputy Administrator Ofelia E. Abueg-Sta. Maria addressed to then DENR Secretary Michael T. Defensor referring to the latter Deed No. V-200022 for verification as to its authenticity (Exh. 17-OSG [LMB]); (q) Letter dated January 3, 2005 of DENR Secretary Defensor addressed to LRA Deputy Administrator Abueg-Sta. Maria acknowledging receipt of the latter's letter dated November 24, 2004 (Exh. 18-OSG [LMB]); (r) Memorandum dated January 3, 2005 from DENR Secretary Defensor to the Director of LMB requiring the latter to take immediate appropriate action on the

Supreme Court E-Library

letter dated November 24, 2004 of LRA Deputy Administrator Abueg-Sta. Maria (Exh. 19-OSG [LMB]); (s) Office Memorandum dated January 19, 2005 from LMB OIC Assistant Director Alberto R. Ricalde to the LMB-RMD referring to the latter the Memorandum dated January 3, 2005 issued by DENR Secretary Defensor (Exh. 20-OSG [LMB]); (t) Memorandum dated January 20, 2005 from LMB-RMD OIC Leonido V. Bordeos to LMB OIC Assistant Director Ricalde stating the results of their records verification conducted pursuant to Office Memorandum dated January 19, 2005 (Exh. 21-OSG [LMB]); (u) Letter dated January 21, 2005 from LMB Director Concordio D. Zuñiga addressed to LRA Deputy Administrator Abueg-Sta. Maria indicating the results of their records verification on Deed No. V-200022 (Exh. 22-OSG [LMB]); (v) Inventory of Claims/ Conflicts Cases involving the Piedad Estate (Exh. 23-OSG [LMB]); (w) Memorandum dated November 23, 2007 from LMB Land Administration and Utilization Division, Friar Lands Unit Chief Ariel F. Reyes to LMB Legal Division OIC Manuel B. Tacorda providing a history of OCT No. 614, Piedad Estate, as well as its metes and bounds (Exh. 24-OSG [LMB]); (x) Memorandum dated November 9, 2007 from DENR Undersecretary for Administration, Finance and Legal Atty. Mary Ann Lucille L. Sering addressed to the Regional Executive Director and Regional Technical Director for Lands of the DENR-NCR, the Director and Handling Officer of the LMB, the Executive Director of Land Administration and Management Project, calling for a conference regarding the launching of a project called "Operation 614" (Exh. 25-OSG [LMB]); (y) Memorandum dated November 26, 2007 from Legal Division OIC Tacorda to the LMB Director regarding the conference for the launching of "Operation 614" (Exh. 26-OSG [LMB]); and (z) Memorandum dated November 28, 2007 from LMB OIC Director Gerino A. Tolentino, Jr. to the DENR Secretary regarding the launching of "Operation 614" (Exh. 27-OSG [LMB]).[23]

On cross-examination, Atty. Tuanda said that while all documents received by the RMD are stamped received, there

[23] TSN, July 28, 2009, pp. 7-35 (CA *rollo*, Vol. VI, pp. 2830-2858); CA *rollo*, Vol. IV, pp. 1411-1460.

Supreme Court E-Library

were no such stamp mark on Exhibits 1-OSG, 2-OSG, 3-OSG, 9-OSG, 10-OSG, 13-OSG, 14-OSG, 19-OSG and 25-OSG; Exh. 17-OSG had stamp received by the Office of the Assistant Director of LMB. When asked why the pagination in Exh. 13-OSG is not consecutive, Atty. Tuanda said she was not the one (1) who placed the page numbers on the documents.[24]

Engr. Ludivina L. Aromin, Chief of the Technical Services Section, DENR-NCR, identified the Sketch/Special Plans prepared for the Manahans for reference purposes (Exhs. 30 and 31-OSG [DENR][25]), based on the technical description of Lot No. 823 taken from results of the original survey conducted in 1907. These were signed by Engr. Ignacio R. Almira, Jr., Chief of Surveys Division, and noted by Atty. Crisalde Barcelo, Regional Technical Director of DENR-NCR. She had verified the metes and bounds of Lot No. 823, explaining that if the distance used between points 2 and 3 is "64.45", and not "644.5", the area of Lot No. 823 would not be "342,945 square meters" and the Special Plans would not have been approved by the LMB. She clarified that the sale certificate in the name of Valentin Manahan she was referring to is actually the Assignment of Sale Certificate No. 511 (Exh. 2-OSG).[26]

On November 17, 2009, the OSG submitted the following certified true copies of documents contained in Volume 2 of the records pertaining to Lot No. 823, Piedad Estate, on file with the LMB: (a) Assignment of Sale Certificate No. 1054 dated March 11, 1919 executed by Regina Geronima and Zacarias Modesto, assignors, and Felicisimo Villanueva as assignee (Exh. 33-OSG [LMB]); (b) Assignment of Sale Certificate No. 1054 dated May 4, 1923 executed by M. Teodoro and Severino Manotok as assignors, and Severino Manotok as assignee (Exh. 34-OSG [LMB]); (c) Assignment of Sale Certificate No. 651 dated April 19, 1930 executed by Ambrosio Berones as assignor, and Andres C. Berones as assignee (Exh. 35-OSG [LMB]); and (d) Sale Certificate No. 651 issued by the

[24] *Id.* at 37-52 (*Id.* at 2860-2875).

[25] CA *rollo*, Vol. IV, pp. 1463-1464.

[26] TSN, July 28, 2009, pp. 76-104 (CA *rollo*, Vol. VI, pp. 2899-2927).

Supreme Court E-Library

Government of the Philippine Islands in favor of Ambrosio Berones (Exh. 36-OSG [LMB]).[27]

Recalled to the witness stand, Atty. Tuanda testified that the allegation of the Manotoks in their Tender of Excluded Evidence With Proffer of Proof that she suppressed the release of LMB records to Luisa Padora is misleading, as she was merely complying with DENR Administrative Order No. 97-24 dated July 30, 1997 on the release and disclosure of information. As ordered by the court on July 28, 2009, she allowed the Manotoks to photocopy all the records pertaining to Lot No. 823. She asserted that Volume 2 of the records of Lot No. 823 is not missing, as in fact she produced it in court. Volume 2 contained the following documents: (a) Assignment of Sale Certificate No. 651 dated April 19, 1930 covering Lot 823 of the Piedad Estate executed by Ambrosio Berones as assignor, in favor of Andres C. Berones as assignee; (b) Assignment of Sale Certificate No. 1054 dated March 11, 1919 executed by Regina Geronimo and Zacarias Modesto; (c) Assignment of Sale Certificate No. 1054 dated May 4, 1923 executed by Teodoro and Severino Manotok covering Lot No. 823; and the NBI Chemistry Report (Exh. 11-OSG [LMB]).[28]

On cross-examination, Atty. Tuanda said that she assumed office only on January 16, 2009. Volume 2 contains only four (4) thin documents and she personally supervised its pagination; she cannot answer for the pagination of Volumes 1, 3 and 4. She cannot recall if there are other papers in the RMD involving Lot No. 823, there is no indication when the documents in Volume 2 were received for filing but their index cards will show those dates. The documents in Volume 2 were borrowed by the NBI and were inadvertently inserted in Volume 1 when it was returned by the NBI. She cannot remember if there was a Deed of Conveyance either in favor of the Manotoks or the Barques. They have in their records not the Sale Certificate

---

[27] CA *rollo*, Vol. VIII, pp. 4265-4274.

[28] TSN, November 10, 2009, pp. 38-51 (CA *rollo*, Vol. X, pp. 5500-5513).

Supreme Court E-Library

No. 511 dated June 24, 1939 but only the Assignment of Sale Certificate No. 511.[29]

Nemesio Antaran, Assistant Chief of the RMD, and concurrently Chief of the General Public Land Records Section, LMB, brought to the court original copy of Assignment of Sale Certificate No. 511 dated June 24, 1939 in the name of Valentin Manahan, assignor, and Hilaria de Guzman, assignee (Exh. 2-OSG [LMB]).[30] On cross-examination, he said that such document was included in the Indorsement dated February 23, 1999 signed by Mamerto L. Infante, Regional Technical Director, Lands Sector, DENR-NCR. He cannot ascertain when Exh. 2-OSG was filed or received by the DENR. He saw in the record sale certificate in the name of the Manotoks but did not see sale Certificate No. V-321 and Deed of Conveyance No. 4562 in the name of the Barques. Exhibits I to VI, X to XXII are faithful reproduction of the originals on file with the RMD, but he is not sure whether their Exhibits VII, XXVI to XXXIV are on file with the RMD.[31] On re-direct examination, he said that the Indorsement dated February 23, 1999 (Exh. 9-OSG [LMB]) was addressed to the Director, LMB and not to the OSG. He further explained that the DENR-NCR has documents pertaining to Lot 823 of the Piedad Estate because the application to purchase friar land begins with or emanates from the NCR office. After the requirements are completed, these applications are forwarded to the Office of the Director, LMB for processing.[32]

The OSG formally offered Exhibits 1-OSG [LMB] to 27-OSG [LMB], and 28-OSG [DENR] to 32-OSG-DENR.

B. ***Manotoks***

Jose Marie P. Bernabe, a geodetic engineer who had worked in both public and private sectors and was hired as consultant

---

[29] *Id.*, pp. 52-62, 64-73, 85-91, 100-104, 116-121 (5514-5524, 5526-5535, 5547-5553, 5562-5566, 5578-5583).

[30] TSN, July 29, 2009, pp. 15-22 (CA *rollo*, Vol. XI, pp. 7402-7409).

[31] *Id.* at 30-31, 44-48, 64-70 (*Id.* at 7417-7418, 7431-7435, 7451-7457).

[32] *Id.* at 76-79 (*Id.* at 7463-7466).

Supreme Court E-Library

in cases involving disputed lots, examined the survey plans and titles covering Lot No. 823 of the Piedad Estate. Using coordinate geometry and/or computer aided design, he plotted the technical descriptions of Lot No. 823 based on the technical descriptions appearing in OCT No. 614, Manotoks' TCT No. RT-22481 and Barques' TCT No. 210177. He found that although both titles indicate that Lot No. 823 was originally registered under OCT No. 614, they contain significantly different technical descriptions of the same property. The Manotoks' title indicates an unsubdivided Lot No. 823 with the following boundaries: on the East by Payatas Estate, on the Southeast by the Tuazon Estate, and on the West by Lots 824-A, 818-A and 818-C. On the other hand, the Barques' title describes Lot 823 as subdivided into Lots 823-A and 823-B bounded on the Northeast and Southeast by the property of Diez Francisco, on the Southwest by Lot 824, and on the Northwest by Lot 826. However, the southeast and northeast boundaries of Lot No. 823 as indicated in the Barques' title are not mentioned in OCT No. 614. Using Google Earth, Lot 826 is actually located far north of Lot 823 based on the Lot Description Sheet (Exh. 43[33]) certified correct and reconstructed on December 17, 1979 by the Director of Lands. Lot 818 is the correct lot to the west of Lot 823 together with Lot 824, as shown in the various approved survey plans in the area (such as Psd-16296, Psd-16489, Psd-6737, Psd-22842 and Psd-291211), but as shown in the Barques' title, Lots 824 and 826 are cited as adjacent lots to the west of Lot 823. He found some unusual irregularities in the Barques' Subdivision Plan Fls-3168-D dated June 21, 1940 (Exh. 45[34]), prepared for Emiliano Setosta. When he compared Subdivision Plan Fls-3004-D dated February 16, 1941, the lot he surveyed covering Lot 290-B which is a portion of Lot 290 of the Piedad Estate covered by TCT No. RT-120665, he noticed that Fls-3168-D dated June 21, 1940 is more than six (6) months ahead of the date of survey on February 16, 1941 for Fls-3004-D. It is highly irregular that a survey executed at a later date would have a lower plan number since the plan numbers are issued consecutively by the Bureau

[33] CA *rollo*, Vol. VII, p. 3428.

[34] *Id.* at 3430-3431.

Supreme Court E-Library

of Lands. He likewise found that the errors and discrepancies pertaining to Fls-3168-D show that the regular procedures and requirements for preparing subdivision plans were not followed.[35]

Engr. Bernabe pointed out that his examination of Survey Plan for Lot 824-A done in 1947 (Exh. 46[36]) showed that to the east of Lot 824-A is *undivided* Lot 823 (Exh. 46-A[37]); the Survey Plan for Lot 822-A (Exh. 47[38]), which is located north of Lot 823, prepared in 1991 and approved in 1992, shows that Lot 823 is an *undivided* piece of property (Exh. 47-A[39]); and Survey Plan for Lot 818-A-New (Exh. 48[40]) shows Lots 818-New-A, 818-New-B and 818-C the western boundaries of Lot 823, which is consistent with the description in Manotoks' title. Thus, based on the totality of the documents he examined, Lot 823 of the Piedad Estate is an undivided piece of land with an area of 342,945 square meters, bounded on the East by Payatas Estate, on the Southeast by the Tuazon Estate and on the West by Lots 824-A, 818-A and 818-C, consistent with the technical descriptions appearing in the nine (9) certificates of title of the Manotoks. Based on his research, and as shown in the Report signed by Engr. Privadi Dalire, Chief of Geodetic Surveys Division, LMB (Exh. 49[41]) and the latter's Affidavit dated November 18, 2006 (Exh. 50[42]), no record of Subdivision Plan Fls-3168-D exists in the LMB and LMS-DENR-NCR, and the machine copy of Fls-3168-D purportedly issued by the LMS-DENR-NCR is spurious and did not emanate from LMB.[43]

---

[35] CA Commissioners' Report, pp. 18-19 (Judicial Affidavit of Jose Marie P. Bernabe [Exh. 52], CA *rollo*, Vol. V, pp. 1655-1670).

[36] CA *rollo*, Vol. VII, p. 3432.

[37] *Id.* at p. 3433.

[38] *Id.* at 3434.

[39] *Id.* at 3435.

[40] *Id.* at 3436.

[41] *Id.* at 3437-3450.

[42] *Id.* at 3451-3487.

[43] CA Commissioners' Report, pp. 19-20.

Supreme Court E-Library

Luisa Padora, employed as legal assistant in the various corporations of the Manotoks whose responsibilities include securing, preparing and safekeeping of all documents such as titles, conveyances, tax declarations, tax payment receipts, etc. pertaining to the properties of the Manotoks, identified the documents marked as Exhibits 1 to 13, 26 to 27-EEEEEEE.[44]

Milagros Manotok-Dormido declared that Lot 823 of the Piedad Estate where she also resides was acquired by their grandfather Severino Manotok from the Government. They have since built several houses and structures on the property where they live up to the present. The property was fenced with concrete walls to secure it from outsiders and bar the entry of trespassers. As a result of the lengthy ownership of the Manotoks and their occupancy, Lot 823 became publicly known and referred to as the Manotok Compound. Severino Manotok bought Lot 823 in the 1920s and "obtained a transfer certificate of title under a direct transfer from the Government"; they have declared it for real property tax purposes and religiously paid the taxes since 1933. Tracing the acquisition of ownership by the Manotoks of Lot 823, the witness said she has in her possession copies of the following documents:

1. OCT No. 614 issued on March 12, 1912 in the name of "Gobierno de las Islas Filipinas" covering the Piedad Estate, including Lot 823 (Exh. 9);

2. Sale Certificate No. 1054 dated March 10, 1919 issued by the Bureau of Lands to Regina Geronimo, Zacarias Modesto and Felicisimo Villanueva covering Lot 823 (Exh. 10);

3. Assignment of Sale Certificate No. 1054 dated March 11, 1919 entered into between Regina Geronimo, Zacarias Modesto and Felicisimo Villanueva as assignors, and Zacarias Modesto as assignee, covering Lot 823 (Exh. 11);

4. Assignment of Sale Certificate No. 1054 dated June 7, 1920 entered into between Zacarias Modesto as assignor, and M. Teodoro and Severino Manotok as assignees, covering Lot 823 (Exh. 12);

---

[44] *Id.* at 20-21 (Judicial Affidavit of Luisa Padora [Exh. 53], CA *rollo*, Vol. V, pp. 1650-1654); CA *rollo*, Vol. VII, pp. 3060-3148, 3192-3279.

Supreme Court E-Library

5. Assignment of Sale Certificate No. 1054 dated May 4, 1923 entered into between M. Teodoro and Severino Manotok as assignors, and Severino Manotok as assignee, covering Lot 823 (Exh. 13);

6. Relocation Plan No. FLR67-D for Lot 823 as surveyed for Severino Manotok on April 18, 1928 by Deputy Public Land Surveyor A. Manahan and approved by the Bureau of Lands on August 27, 1928 (Exh. 20);

7. Description of Relocation Plan for Lot 823 prepared by Deputy Public Land Surveyor A. Manahan for Severino Manotok with accompanying receipt (Exhs. 21 and 21-A);

8. TCT No. 22813 of the Registry of Deeds for the Province of Rizal indicating Lot 823, its area and boundaries, the lower half of this document is torn (Exh. 8);

9. Deed of Donation dated August 23, 1946 executed by Severino Manotok in favor of his children (Purificacion, Elisa, Rosa, Perpetua, Filomena, Severino, Jr., Jesus and Rahula Ignacio) and grandsons Severino III and Fausto, Jr., covering Lot 823 (Exh. 7-A);

10. Page of the Notarial Register of Notary Public Angel del Rosario for the year 1946 issued by the National Archives reflecting the Deed of Donation executed by Severino Manotok (Exh. 7-B);

11. TCT No. 534 of the Registry of Deeds for the Province of Rizal issued on September 4, 1946 in the name of the Manotok children and grandchildren (Exh. 7);

12. Deed of Assignment dated August 25, 1950 executed by the Manotok children and grandchildren in favor of Manotok Realty, Inc. (Exh. 6-A);

13. TCT No. 13900 of the Registry of Deeds for Quezon City issued on August 31, 1950 in the name of Manotok Realty, Inc. (Exh. 6);

14. Unilateral Deed of Conveyance dated January 31, 1974 executed by Manotok Realty, Inc. in favor of the Manotok children and grandchildren, covering Lot 823 (Exh. 5-A);

15. TCT No. 198833 of the Registry of Deeds for Quezon City issued on May 27, 1974 in the name of the Manotoks (Exh. 5);

Supreme Court E-Library

16. Deeds of Absolute Sale separately executed on May 8, 1976 by Purificacion Laperal Rosa R. Manotok, Perpetua M. Bocanegra, Severino Manotok, Jr. and Jesus R. Manotok (Exhs. 4-A to 4-E);

17. TCT No. 221559 of the Registry of Deeds for Quezon City issued on August 9, 1976 in the name of the Manotoks (Exh. 4);

18. Deed of Sale executed by Perpetua M. Bocanegra in 1984 covering the remaining 1/2 of her 1/9 undivided interest in Lot 823 in favor of her son George M. Bocanegra;

19. TCT No. 330376 issued in the name of the Manotok children and grandchildren in 1984 as a result of the Deed of Sale executed by Perpetua M. Bocanegra, covering Lot 823;

20. Unilateral Deed of Absolute Sale dated December 22, 1986 executed by Ignacio R. Manotok covering his 1/9 undivided interest in Lot No. 823 in favor of his children Michael Marshall, Mary Ann, Felisa Mylene, Ignacio, Jr. and Milagros (Exh. 3-A);

21. TCT No. 354241 issued in the name of the Manotok children and grandchildren as a result of the Unilateral Deed of Absolute Sale dated December 22, 1986 executed by Ignacio R. Manotok, covering Lot No. 823;

22. Deed of Absolute Sale dated October 8, 1987 executed by Fausto Manotok covering his 1/18 undivided interest in Lot No. 823 in favor of his children (Exh. 2-A);

23. TCT No. 372302 of the Registry of Deeds for Quezon City issued on October 17, 1987 in the name of the Manotok children and grandchildren as a result of the October 8, 1987 Deed of Absolute Sale executed by Fausto Manotok (Exh. 2);

24. TCT No. RT-22481 (372302) of the Registry of Deeds for Quezon City issued in the name of the Manotok children and grandchildren in 1991 upon their application for reconstitution of TCT No. 372302 after the same was destroyed by a fire that razed the Quezon City Registry of Deeds office on June 11, 1988 (Exh. 1).

Supreme Court E-Library

Milagros Manotok-Dormido also identified those documentary exhibits attached to their pre-trial brief, several declarations of Real Property covering Lot No. 823 (Exhs. 26 to 26-N), numerous Real Property Tax Bills and Real Property Tax Receipts from 1933 to the present (Exhs. 27 to 27-EEEEEEE, 27-YYYYYY), photographs of the perimeter walls surrounding Lot No. 823 (Exhs. 35-A to 35-UUU), photographs of the houses and structures built by the Manotoks on the property over the years (Exhs. 35 to 35-YY), some letters from government offices recognizing their grandfather as the owner of the property (Exhs. 15, 16, 17, 18 and 25), and Metro Manila Street Map (2003 ed.) identifying Lot No. 823 as "Manotoc Compound" (Exh. 34). She had secured a copy of *Deed of Conveyance No. 29204 dated December 7, 1932* (Exh. 51-A[45]) from the National Archives of the Philippines.[46]

On cross-examination, the witness declared that she is testifying in lieu of Rosa Manotok; her affidavit is the same as the affidavit of Rosa Manotok, the daughter of Severino Manotok. She asserted that Severino Manotok acquired Lot No. 823 of the Piedad Estate by direct transfer from the Government. After the Bureau of Lands issued the Assignment of Sale Certificate No. 1054 on June 7, 1920, her grandfather Severino Manotok fully paid the installments and was able to obtain a title (TCT No. 22183) after a deed of conveyance was issued on December 7, 1932. Sale Certificate No. 1054 was not annotated on OCT No. 614. Relocation Plan of Lot No. 823 (Exh. 21) indicated its location at Barrio Payong, Municipality of Caloocan, Province of Rizal. The changes of location of the property in the tax declarations and tax receipts from Barrio Payong, then to Barrio Culiat, and later to Barangay Matandang Balara was caused by the City Assessor (the Manotok Compound and Barrio Culiat are two

---

[45] CA *rollo*, Vol. VII, pp. 3489-3490.

[46] Judicial Affidavit of Milagros Manotok Dormido, CA *rollo*, Vol. VI, pp. 2560-2579; TSN, October 28, 2009 p.m., pp. 3-14 (CA *rollo*, Vol. IX, pp. 4526-4537); Revised/Amended Pre-Trial Brief with attached documents marked as Exhibits 1 to 51-A, CA *rollo*, Vol. VII, pp. 2986-3490.

Supreme Court E-Library

[2] distinct locations).[47] As a layman, she considered as sales certificate the Assignment of Sale Certificate No. 1054. They asked for a certified true copy of Deed of Conveyance No. 29204 from the National Archives; she believes that it is an internal document of the Bureau of Lands. Despite a diligent search, they were not able to secure a copy of Deed of Conveyance No. 29204 from the Bureau of Lands, LMB, LRA and the Registry of Deeds offices of Quezon City, Caloocan and Rizal. When confronted with TCT No. 22813 supposedly dated August 1928 while the Deed of Conveyance was issued later in 1932, the witness said that the title must have been issued in 1933. The Manahans never demanded from the Manotoks nor sued the latter for the return of Lot 283, Piedad Estate which they were also claiming.[48]

When asked who is the registered owner under TCT No. 22813, Milagros Manotok Dormido said she cannot answer it because said document they recovered is truncated and cut under. But the Manotoks were the recognized owners under TCT No. 22813 by the Provincial Assessor. As to the notation "cancelled by TCT No. 634" she said that she has not seen that title; it could be a human error somewhere in that document. She also had no knowledge that TCT No. 634 covers a lot in Cavite with an area of about 500 square meters registered in the name of Mamahay Development Corporation.[49]

Susana M. Cuilao, longtime employee of the Manotoks, testified that she assisted Elisa R. Manotok in filling the application for reconstitution of TCT No. 372302 covering Lot No. 823 after it was destroyed in a fire which razed the Quezon City Registry of Deeds on June 11, 1988. She identified the documents they submitted in their application. After several follow-ups, in February 1991, Elisa R. Manotok received a copy of the Order dated February 1, 1991 (Exh. 36) signed by the Reconstituting

---

[47] TSN, October 28, 2009 p.m., pp. 25-54; TSN, October 29, 2009, pp. 37-38 (CA *rollo*, Vol. IX, pp. 4548-4577, 4637-4638).

[48] TSN, October 29, 2009 a.m., pp. 40-46, 48-53, 57-69, 72-78 (*Id.* at 4640-4646, 4648-4653, 4657-4669, 4672-4678).

[49] *Id.* at 98-102 (*Id.* at 4698-4702).

Supreme Court E-Library

Officer Benjamin Bustos granting her application for reconstitution. In December 1993, she received original duplicate copy of TCT No. RT-22481 (372302) from the Quezon City Registry of Deeds.[50]

One (1) of the rebuttal witnesses for the Manotoks, **Luisa Padora**, in her Judicial Affidavit dated December 9, 2009, obtained from the National Archives certifications (signed by an archivist) stating that said office has *no* copy on its file of the following: Sale Certificate No. 511 executed by Valentin Manahan in favor of Hilaria de Guzman (Exh. 28[51]); the Deed of Absolute Sale between Hilaria de Guzman Manahan and Felicitas B. Manahan (Exh. 29[52]) supposedly notarized by Santiago R. Reyes on August 23, 1974 (Exh. 119[53]) as Doc. No. 1515, Page 98, Book No. VI, series of 1974 entered in the notarial register is a Memorandum of Agreement, Promissory Note and Payment Receipt executed by Reynaldo Cornejo on August 23, 1974; and the Deed of Absolute Sale between Emiliano Setosta and Homer K. Barque (Exh. 30[54]) as certified true copies of pages 84 and 85 (Exhs. 120 and 121[55]) of the notarial register of Atty. Eliseo Razon shows that neither Document Nos. 415 nor 416 was the supposed Deed of Sale dated September 24, 1975 between Emiliano Setosta and Homer K. Barque but a Deed of Absolute Sale executed by Magdalena Reyes and a Special Power of Attorney executed by Victorio Savellano, respectively.[56]

Luisa Padora further declared that sometime in 1999, she located two (2) old documents, among others, at the Manotok's warehouse in the compound: a 1929 certified copy of Assignment

---

[50] CA Commissioners' Report, p. 27; Judicial Affidavit of Susana M. Culiao (Exh. 54), CA *rollo*, Vol. V, pp. 1635-1641.

[51] CA *rollo*, Vol. VII, p. 3313.

[52] *Id.* at 3314.

[53] CA *rollo*, Vol. IX, p. 5275.

[54] CA *rollo*, Vol. VII, p. 3315.

[55] CA *rollo*, Vol. IX, pp. 5277-5279.

[56] CA Commissioners' Report, pp. 28-29.

Supreme Court E-Library

of Sale Certificate No. 1054 dated May 4, 1923 (Exh. 13-A[57]) between M. Teodoro and Severino Manotok (assignors) and Severino Manotok (assignee) covering Lot No. 823, which was certified by the Chief Clerk of the Bureau of Lands, and the original Official Receipt dated February 20, 1929 (Exh. 14[58]) issued by the Government of the Philippines Islands for the cost of the certified copy of the Assignment of Sale Certificate No. 1054. With respect to the documents relating to Lot No. 823 which were in the LMB, Luisa Padora stated that she brought the letter-request (Exh. 122[59]) dated July 9, 2009 requesting for copies of all LMB documents pertaining to Lot No. 823. When she went to the Friar Lands Division of the LMB, and went through the folders marked Volumes I, III and IV, she noticed that there was no Volume II, and that out of the 1000 pages of available records of Lot No. 823, only 416 pages were released to her upon orders from the OIC of the RMD, Atty. Tuanda. Atty. Tuanda released all the withheld documents (only 416 pages out of 1000 pages of available records of Lot No. 823) only after she was ordered by the Court to provide the Manotoks with copies of the documents. She noticed there was no Volume II. The LMB released some of the requested documents after her first affidavit was submitted before the court on July 20, 2009.[60]

As to the statement of Atty. Tuanda during the November 10, 2009 hearing that Volume II of the records of Lot No. 823 was not missing and is available, Luisa Padora stated that she received a letter-reply dated October 15, 2007 addressed to the Manotoks (Exh. 117[61]) from Mr. Rainier D. Balbuena, OIC of the RMD, which states that out of all the records pertaining to Lot 823, Piedad Estate, only Volumes I, III and IV were officially returned/ received by the RMD on October 5, 2006 and that Volume II

---

[57] CA *rollo,* Vol. VII, p. 3149.

[58] *Id.* at 3150.

[59] CA *rollo,* Vol. IX, p. 5280.

[60] CA Commissioners' Report, p. 29.

[61] CA *rollo,* Vol. IX, p. 5273.

was not returned to the RMD. As additional proof, she presented LMB Office Memorandum (Exh. 118[62]) dated September 19, 2007 which contains a note at the bottom left hand corner which states "Volume II not yet returned as of this writing (charged to Office of the Asst. Director and rec'd by Charie Sale on 12.21.00)."[63]

Dr. Mely F. Sorra, Document Examiner V and presently the Chief of Questioned Documents Division, Philippine National Police (PNP), testified that the LMB submitted for examination on December 1, 2009 three (3) questioned documents: "Q-1" - Assignment of Sale Certificate No. 1054 dated March 11, 1919 executed by Regina Geronimo, Modesto Zacarias and Felicisimo Villanueva; "Q-2" - Assignment of Sale Certificate No. 1054 dated May 4, 1923; and "Q-3" – Assignment of Sale Certificate No. 511 dated June 24, 1939 (transmittal letter marked as Exh. 139 signed by Atty. Fe. T. Tuanda, OIC, RMD). Her laboratory report (Exh. 138[64]) contains the findings of the microscopic, ultraviolet (UV) transmitted light and physical examinations, and photographic procedure she performed on the questioned documents. She also went to the National Archives for comparison of the appearance of documents dated 1919, 1923 and 1932 with "Q-1", "Q-2" and "Q-3". She found the three (3) documents authentic being old and because of their discoloration and tattered condition, but she admitted that she cannot tell the age of said documents, nor the age of the paper used. She merely determined the age through the browning and discoloration, tears or tattered condition of the paper. In this case, she concluded that the documents were old because they are attested/notarized and because of their physical appearance, such as the ink used in the signatures was already fading and had evaporated/oxidized. Because of age, the ink of the signatures appearing on the documents had evaporated and the color is

[62] *Id.* at 5274.

[63] CA Commissioners' Report, pp. 29-30; During the December 15, 2009 hearing, Luisa Padora confirmed the rebuttal judicial affidavit she executed (Exh. 126) and was cross-examined on the documents referred to therein.

[64] CA *rollo,* Vol. IX, pp. 5304-5305.

Supreme Court E-Library

brownish; the particular ink which evaporates refers to a fountain pen ink. The entries that were in ballpoint pen ink were the written entries on the stamp pad bearing the words "Department of Environment and Natural Resources, Land Management Bureau-RMD Manila." When the documents were subjected under ultraviolet light examination, they gave a dull fluorescence reaction as opposed to a very bright fluorescence reaction of a new coupon bond.[65]

On cross-examination, Dr. Sorra said that at the National Archives she saw the duplicates of the originals of documents "Q-1" and "Q-2" and had examined and photographed them; they appeared newer than those copies submitted by the LMB because of good storage. She did not examine contemporaneous documents in the records of the LMB because she believes that the National Archives is the repository of all the documents in the Philippines and because the three (3) questioned documents came from the LMB, and she presumed that the record-keeping facilities at the LMB are not as good as that of the National Archives based on the difference in the appearance of the documents from these offices. However, she was not able to see how the documents are being stored at the LMB as she was not able to visit said office. Based on her findings, the questioned documents are old; she had seen documents dated 1919 and 1923 on file with the National Archives. Documents "Q-1 and Q-2" were from 1919 based on their copies at the National Archives and her examination thereof. She explained that her conclusion that the document is authentic does not mean that the signatures are also authentic because she had no basis for comparison, and that she would not be able to determine the age of a document when there was an artificial aging.[66]

---

[65] TSN, December 16, 2009 a.m., pp. 14-23, 38-44, 61-63, 75-86, 95-100, 105-107 (CA *rollo*, Vol. XIV, pp. 9866-9875, 9890-9896, 9913-9915, 9927-9938, 9947-9952, 9957-9959).

[66] TSN, December 16, 2009 p.m., pp. 15-21, 68-70, 88-91, 95-104 (CA *rollo*, Vol. XIV, pp. 9976-9982, 10029-10031, 10049-10052, 10056-10065); Exhibits 138-A to 138-I, 139, CA *rollo*, Vol. XI, pp. 7224-7242.

Supreme Court E-Library

Dr. Sorra admitted that she did not conduct a chemical examination of the questioned documents because the PNP Crime Laboratory has no scientific equipment for chemical analysis, and that she did not refer the said documents to the Chemistry Division of the PNP because the carbon dating equipment is with the Department of Science and Technology (DOST); she also did not refer the documents to the DOST. She agreed that the best and more accurate way of determining the age of a paper or a document is through carbon dating, and explained that through microscopic and physical examination she will be able to tell whether the document is old but not its exact age.[67]

In her Rebuttal Judicial Affidavit,[68] **Milagros Manotok-Dormido** declared that the completion of Severino Manotok's installment payments was evidenced by official receipts (Exhs. 112-115[69]) and acknowledged by the Deed of Conveyance No. 29204 (Exh. 51-A) validly certified by the National Archives (Exhs. 84 and 85[70]), which also certified page 97 of the Notarial Register for the year 1932 that on December 20, 1932, Jose P. Dans appeared and acknowledged the due execution of this Deed of Conveyance (Exh. 83[71]). Said Deed of Conveyance is genuine as shown by the certified copies of Deeds of Conveyance issued on the same date and which contain deed numbers immediately preceding and succeeding the Deed of Conveyance No. 29204 (Exhs. 86-98[72]). On January 29, 1946 (August 23, 1946[73]), Severino Manotok executed a Deed of Donation conveying Lot No. 823 covered by TCT No. 22813 to his children and grandchildren. The Manotok's ownership of the property

---

[67] TSN, December 16, 2009 p.m., pp. 33-37, 151-154 (CA *rollo*, XIV, pp. 9994-9998, 10112-10115).

[68] Exhibit 140, CA *rollo*, Vol. IX, pp. 5162-5171.

[69] CA *rollo*, Vol. IX, pp. 5260-5263.

[70] *Id.* at 5196-5197.

[71] *Id.* at 5194-5195.

[72] *Id.* at 5198-5229, 5291-5302.

[73] TSN, December 17, 2009 am, pp. 26-27 (CA *rollo*, Vol XIV, pp. 10256-10257).

Supreme Court E-Library

is further evidenced by tax declarations in the name of Severino Manotok and later his children and grandchildren as co-owners (Exhs. 25 to 27-YYYYYY), tax payment receipts, building permits secured by Elisa Manotok for the construction of buildings and structures on the land (Exhs. 64 to 78[74]), and succeeding transfer certificates of titles.[75]

With respect to the claim of the Barques, the witness presented the following documents: (a) Certification issued on February 10, 2009 by the National Archives stating that it has no copy on file of the Deed of Absolute Sale allegedly executed between Emiliano Setosta and Homer K. Barque ratified on September 24, 1975 before Notary Public Eliseo A. Razon (Exh. 80[76]); (b) Property Identification issued by the Quezon City Assessor's Office showing that Lot No. 823 of the Piedad Estate remains unsubdivided (Exh. 79[77]); (c) Letter dated August 7, 2007 addressed to Engr. Privadi J.G. Dalire (former Chief of Geodetic Surveys Division) from Chief of Geodetic Surveys Division, Engr. Bienvenido F. Cruz, attesting that Fls-3168-D is not recorded in the Inventory Book of Fls Plans (Exh. 99[78]), also shown by a certified copy of page 351 of the Inventory Book of Plans (Exh. 82[79]) ; and (d) Letter dated August 6, 2009 from the Quezon City Assistant Assessor confirming that Property Index No. 21-22020 which was submitted by the Barques marked as Exh. 35, does not pertain to Lot 823 of the Piedad Estate but to a property located at Miller St. cor. Don Vicente St., Filinvest II Subdivision, Bagong Silangan, Quezon City (Exh. 100[80]).[81]

---

[74] CA *rollo*, Vol. IX, pp. 5173-5188.

[75] Rebuttal Judicial Affidavit, CA *rollo*, Vol. IX, p. 5163, 5172-5188, 5194-5229.

[76] CA *rollo*, Vol. IX, p. 5190.

[77] *Id.* at 5189.

[78] *Id.* at 5230-5231.

[79] *Id.* at 5193.

[80] *Id.* at 5232.

[81] *Id.* at 5163-5165, 5189-5193, 5230-5235.

Supreme Court E-Library

As to the claim of Manahans, the witness submitted the following documents: (a) the same Letter from the Quezon City Assistant Assessor, it was confirmed that Tax Declaration No. C-138-06951, submitted by the Manahans as Exh.1, does not pertain to Lot No. 823 of the Piedad Estate but to a property located at Don Wilfredo St., Don Enrique Subdivision, Barangay Holy Spirit, Quezon City (Exh. 100[82]); (b) Certifications from the National Archives that it has no copy on file of Sale Certificate No. 511, Assignment of Sale Certificate No. 511 and Deed of Sale between Hilaria de Guzman-Manahan and Felicitas Manahan (Exhs. 28[83], 104 and 105[84]); (c) Certification dated October 14, 2009 issued by Jose M.B. Cabatu, Chief, Reconstitution Division-LRA, stating that an administrative petition for reconstitution of the purported original of TCT No. 250215 of the Registry of Deeds for Quezon City was filed by a certain Felicitas Manahan and transmitted to the LRA on or about January 7, 1998 but the petition and other documents transmitted therewith could not be located, and that it has no record of any order directing the reconstitution of said title (Exh. 106[85]); (d) Certificates of Death issued by the Parish of Our Lady of Mt. Carmel in Malolos City, Bulacan stating that Valentin Manahan died on September 21, *1931*, thus refuting the claim that Valentin Manahan caused the property survey of Lot No. 823, the preparation and approval of survey plan Fls-3164 and executed the Assignment of Sale Certificate No. 511 in favor of Hilaria de Guzman on June 24, *1939* (Exhs. 102, 61, 62[86]); (e) Negative Certification of Death issued by the Office of the City Civil Registrar of Malolos stating that the records of deaths during the period January 1931 to December 1931 were all destroyed by natural cause and for that reason it cannot issue a true transcription from the Register of Deaths relative to Valentin Manahan who is alleged to have died on September 21, 1931

---

[82] *Id.* at 5232.

[83] CA *rollo*, Vol. VII, p. 3313.

[84] CA *rollo*, Vol. IX, pp. 5243-5244.

[85] *Id.* at 5245.

[86] *Id.* at 5154-5157, 5236-5240.

Supreme Court E-Library

in Malolos City (Exh. 103[87]); (e) Documents obtained from the Parish of Our Lady of Mt. Carmel, the Office of the Civil Registrar of Malolos City and the National Statistics Office (NSO), and also Liber Defunctorum 5-Entry No. 10, showing that Rosendo Manahan died on July 30, 1963 at the age of 20, thus refuting the claim of Rosendo Manahan that he is the son of Lucio Manahan and Hilaria de Guzman-Manahan (Exhs. 107, 108, 109 and 57[88]).[89]

Milagros Manotok-Dormido further declared that the building permits applied for by her aunt refer to the houses appearing in the photographs attached to her Judicial Affidavit. Based on the index cards (Exhs. 64 to 69[90]), the location of the properties described therein is Capitol Golf Club, Capitol; at that time, the location of the property subject of the building permits in Exhs. 67, 68 and 69 is Capitol Golf Club, Capitol. They did not apply to build residences inside a golf club and there is no golf course inside the Manotok Compound.[91] She went to Malolos about four (4) times to confirm the story of the Manahans. At the Parish of Our Lady of Mt. Carmel, the custodian of the records, Teodora Dinio, referred her to a man she knew as "*Mang Atoy*" who showed her the Book of Deads. She borrowed three (3) books and returned them right away after xeroxing. She asked "*Mang Atoy*" where the Catholic cemetery is and he pointed to the back of the church. There she saw (for a brief time) the tombstone of Lucio Manahan; she did not see that of Valentin Manahan. When asked why she did not go to the LMB or other government office instead of the National Archives to secure a certification in the records concerning Sale Certificate No. 511, the witness said it was because that was a notarized document. The certifications she obtained were not signed by the Executive

---

[87] *Id.* at 5242.

[88] *Id.* at 5247-5248, 5252-5255.

[89] Rebuttal Judicial Affidavit, CA *rollo*, Vol. IX, pp. 5167-5169; 5144-5157, 5232 -5255.

[90] CA *rollo*, Vol. IX, pp. 5173-5176.

[91] TSN, December 17, 2009 p.m., pp. 5-24 (CA *rollo*, Vol. XIV, pp. 10343-10362).

Supreme Court E-Library

Director but only by an archivist who was authorized to sign in behalf of Dr. Teresita Ignacio, Chief of the Archives Collection and Access Division. As to the lack of signature of the Secretary of Agriculture and Natural Resources in the certified copy of Deed of Conveyance No. 29204 from the National Archives, she asserted that it is still a complete document being just a copy of the duplicate original, which must have been signed by the Secretary of Agriculture and Natural Resources; she was sure of this, as in fact they were issued TCT No. 22813 dated 1933 (not August 1928 as erroneously reflected in the title because the Deed of Conveyance was issued in 1932 and her grandfather was notified by the Provincial Assessor of Rizal that he can start paying his tax on August 9, 1933).[92]

The Manotoks also presented as witness **Msgr. Angelito Santiago**, Parish Priest of Our Lady of Mt. Carmel in Barasoain, Malolos, Bulacan. Said witness testified that based on their record book, Hilaria de Guzman who was living in Bulihan was the wife of Lucio Manahan who died on August 19, 1955, while in Book 7, Hilaria de Guzman who died on June 19, 1989 was living in San Gabriel and the husband was Jose Cruz; "Hilaria de Guzman" appearing in Book 7 is different from Hilaria de Guzman found in Book 5. He further declared that the Certificate of Death of Valentin Manahan married to Francisca Lucas (Exh. 61[93]) does not cover the death of Valentin Manahan married to Placida Figueroa. He could not explain why Folio Nos. 145, 146, 148, 149 are intact while page or Folio 147 of Book 4 covering the record of deaths in the month of February 1955 is missing.[94]

Other documentary evidence formally offered by the Manotoks are the following: (a) Exh. 7[95] - a photocopy of TCT No. 534

---

[92] *Id.* at 55-69, 97-100, 102-114, 150-165 (*Id.* at 10393-10407, 10436-10439, 10442-10454, 10490-10506).

[93] CA *rollo*, Vol. IX, p. 5154.

[94] TSN, December 15, 2009 a.m., pp. 13-19, 2127 (CA *rollo*, Vol. XII, pp. 8512-8518, 8520-8526).

[95] CA *rollo*, Vol. VII, pp. 3125-3126.

Supreme Court E-Library

covering Lot No. 823, Piedad Estate in the name of the Manotok children, which is offered to prove that said title is a transfer from TCT No. 22813 which was cancelled by TCT No. 534; (b) Exh. 19[96] - certified copy of a Certification dated November 18, 1950 issued by Register of Deeds for Pasig Gregorio Velazquez that the original of TCT No. 534 issued in the name of Purificacion Manotok, *et al*. was forwarded to the Register of Deeds for Quezon City; (c) Exh. 119[97] - certified copy of page 98 of the Notarial Register of Atty. Santiago Reyes which shows that document no. 1515 is a Memorandum of Agreement-Promissory Note & Payment Receipt executed by one (1) Mr. Cornejo on August 23, 1974, and not the alleged Deed of Sale between Hilaria de Guzman and Felicitas Manahan; (d) Exh. 120[98] - certified copy of page 84 of the Notarial Register of Atty. Eliseo Razon for 1975 which shows that doc. no. 415 is not the supposed Deed of Sale dated September 24, 1975 between Homer Barque and Emiliano Setosta, but a Deed of Absolute Sale executed by Magdalena Reyes; (e) Exh. 121[99]- certified copy of page 85 of the Notarial Register of Atty. Eliseo Razon for 1975 which shows that doc. no. 416 is not the supposed Deed of Sale dated September 24, 1975 between Homer Barque and Emiliano Setosta, but a Special Power of Attorney executed by Victorino Savellano.

As part of their rebuttal evidence, the Manotoks also formally offered the following: Exh. 142 - Certified copy issued by the National Archives of Assignment of Sale Certificate No. 1054 dated March 11, 1919 between Zacarias Modesto, Regina Geronimo and Felicisimo Villanueva (assignors) and Zacarias Modesto (assignee), covering Lot 823 of Piedad Estate[100]; Exh. 143 – Certified copy issued by the National Archives of Assignment of Sale Certificate No. 1054 dated June 7, 1920

---

[96] *Id.* at 3160.

[97] CA *rollo,* Vol. IX, p. 5307.

[98] *Id.* at 5277.

[99] *Id.* at 5278.

[100] CA *rollo,* Vol. XII, pp. 8588-8589.

Supreme Court E-Library

between Zacarias Modesto (assignor) and M. Teodoro and Severino Manotok (assignees) covering Lot 823 of Piedad Estate[101]; and Exh. 144 - Certified copy issued by the National Archives of Assignment of Sale Certificate No. 1054 dated May 4, 1923 between M. Teodoro and Severino Manotok (assignors) and Severino Manotok (assignee), covering Lot 823 of Piedad Estate.[102]

C. ***Barques***

Teresita Barque-Hernandez identified and affirmed the contents of her Judicial Affidavit declaring that she caused the filing of an application for administrative reconstitution of TCT No. 210177 before the LRA because the original copy thereof was among those titles destroyed in a fire which struck the Quezon City Hall in 1988. As proof that her father Homer Barque owned Lot No. 823 of the Piedad Estate, she presented copies of various Tax Declarations from 1986 up to 1996 and Plan of Lots 823-A and 823-B, Fls-3168-D dated April 24, 1998. Her father acquired the property from Emiliano P. Setosta pursuant to a Deed of Absolute Sale dated September 24, 1975 (Exh. 14[103]). Emiliano P. Setosta was issued TCT No. 13900 but despite diligent efforts she could no longer locate it. She was able to obtain the following documents from the LRA and Bureau of Lands: (a) Certified true copy of the approved Subdivision Plan of Lot 823 of the Piedad Estate for Emiliano Setosta dated June 21, 1940, containing an area of 342,945 square meters (Exh. 3[104]); (b) Certified true copy of the File Copy from the Bureau of Lands of said Subdivision Plan now bearing the typewritten notation "VALIDATION DENR A.O. No. 49 1991" (Exh. 4[105]); (c) Certification dated April 11, 1996 from the LRA issued by Felino M. Cortez, Chief, Ordinary and Cadastral Decree Division stating that "as per Record Book of

---

[101] *Id.* at 8590-8591.

[102] *Id.* at 8592-8593.

[103] CA *rollo,* Vol. IV, pp. 920-921.

[104] *Id.* at 903.

[105] *Id.* at 904-905.

Supreme Court E-Library

Decrees for Ordinary Land Registration Cases, (OLD) CLR Record No. 5975, Rizal was issued Decree No. 6667 on March 8, 1912", which appears in TCT No. 210177 in the name of Homer L. Barque, Sr. (Exh. 5[106]); (d) Certified true copy of the survey plan (microfilm enlargement of Fls-3168-D with the signatures of Privadi J.G. Dalire and Carmelito Soriano, which she got from the Bureau of Lands (Exh. 6[107]); (e) Certified photocopy of BL From 31-10 showing the technical descriptions of Lots 822, 823, 824 and 826 (Exh. 7[108]); and (f) BL Form No. 28-37-R dated 11-8-94 which shows the lot boundaries, also obtained from the Bureau of Lands (Exh. 12[109]).[110]

On cross-examination, the witness said that she is engaged in selling subdivision lots and many attempted to sell Lot 823 but nobody buys it. Emiliano Setosta was introduced to her by her father in 1974 or 1975 when she was in her 30s. Her father did not discuss with the family his transaction with Emiliano Setosta and she learned about it when her father was sick and dying in 1989. When asked why it was only in 1989 that she discovered that her father purchased thirty four (34) hectares of land from Emiliano Setosta, she answered it was wayback in 1985. Asked again as to when she learned for the first time of the purchase of the subject lot by her father, she replied that it was sometime in 1989 after the fire which gutted the Register of Deeds in 1988. In 1985, when her mother was sick of cervical cancer, her father borrowed money from her *Lola* Felisa to purchase the subject lot. When asked about such money borrowed by her father in 1985, she said that her father bought the property in 1975 and the money borrowed by her father was used for the hospitalization of her mother. Her father left the title of the subject lot to her *Lola* Felisa before his death in 1991. After her father's death, her sister found a tax declaration covering

---

[106] *Id.* at 907.

[107] *Id.* at 908.

[108] *Id.* at 909.

[109] *Id.* at 918.

[110] CA *rollo*, Vol. V, pp. 1793-1803; TSN, November 12, 2009, pp. 64-66 (CA *rollo*, Vol. X, pp. 5877-5879).

Supreme Court E-Library

Lot 823 which was burned by her sister along with other belongings of their father. In filing a petition for administrative reconstitution, she applied for the issuance of a tax declaration; the tax declaration she secured was "new" and the property "undeclared." When asked why, she said that the lawyer of her father who is 89 years old told them how to do it because "we do not have tax declaration". When asked again why the property is "undeclared," she replied that the OIC of the Assessor's Office in the person of Mr. Viloria told her that the tax declaration of her father was lost because of "*saksak-bunot*". In the early part of 1999, a certain Atty. Quilala of the Register of Deeds told her that another person filed a petition for reconstitution; he gave her copies of a tax declaration and title in the name of Felicitas Manahan married to Rosendo Manahan.[111]

As for the title of the Manotoks, nobody told her about it when she was securing a new tax declaration. Before 1979, she had visited the property which had no fence then. She was not actually interested, she just went there for a visit with her friends to boast that her father bought something that is big. She only learned there was somebody occupying their land after she had paid the taxes and submitted documents which were transmitted to the LRA; it was the reconstituting officer who told her that the title has been reconstituted already. She had not seen before any structure inside the property. The reconstituting officer made it hard for her to have administrative reconstitution of her title, verifying if she had an approved plan. She admitted that as shown in the Deed of Conveyance No. 4562 dated May 4, 1937 (Exh. 1[112]), the lot was paid in Japanese war notes despite the fact that the war started only on December 8, 1941. She was not able to bring with her the original copy of TCT No. 210177 because it was mortgaged on June 15, 2007 and the same is in the possession of Cedric Lee (president of Isumo Corporation) from whom she received ₱10,000,000.00; Mr. Cedric Lee will buy the property. Her sister was to be operated at that time and

---

[111] TSN, November 12, 2009, pp. 72-110 (CA *rollo*, Vol. X, pp. 5884-5922).

[112] CA *rollo*, Vol. IV, p. 901.

Supreme Court E-Library

she was forced to borrow money. Mr. Lee wanted to be ahead of Ayala, Megaworld, and others, in offering to buy the property. She admitted that they never tried to occupy Lot No. 823 after learning that her father owned it in 1985. They were then employed and had a bus line (Mariposa Express); her father bought other properties but she was not privy to this. Exhibits 34, 35, 35-A and 35-B[113] pertaining to the claim of Manahans were given to him not by Atty. Quilala but by Atty. Bragado. She never saw the title of Emiliano Setosta as her father transferred immediately the title in his name (TCT No. 210177).[114]

As to the Sale Certificate and Deed of Conveyance in the name of Emiliano Setosta, she did not yet know its number or date when she asked for a copy in the LMB (she went there accompanied by Castor Viernes), they just located it. After two (2) days she returned and the person in-charge gave her a certified xerox copy of Deed of Conveyance No. 4562 and Sale Certificate No. V-321 (Exh. 1), which documents were later authenticated by the LMB. The caption of this document dated May 4, 1937 reads: "Republic of the Philippines, Department of Agriculture and Commerce, Office of the Secretary": she agrees though that the Republic of the Philippines was not yet established at the time the document was executed. It also mentioned the "Civil Code of the Philippines" and the purchase price being fully paid with Japanese war notes in July 1942. Together with Engr. Castor Viernes, she got a Certification dated June 8, 2009 from Mr. Ignacio R. Almira which states that his office has available record of Deed of Conveyance No. 4562 (Exh. 1[115]) and Sale Certificate No. V-321 (Exh. 2[116]). She also secured the Certification dated April 13, 2009 issued by Ignacio R. Almira, stating that "according to our Registry Book upon verification that Lot No. 823, Piedad Estate under Sales Certificate No. 511

---

[113] *Id.* at 967-970.

[114] CA *rollo,* Vol. V, pp. 117-133, 145-152; TSN, November 13, 2009 a.m., pp. 10-11, 15-17, 44-51, 56-58, 74-75 (CA *rollo,* Vol. X, pp. 6024-6025, 6029-6031, 6058-6065, 6070-6072, 6088-6089).

[115] CA *rollo,* Vol. IV, pp. 901.

[116] *Id.* at 902.

Supreme Court E-Library

in favor of Valentin Manahan as assignor and Hilaria de Guzman Manahan… had no available record in this Office" (Exh. 30[117]). She later clarified that Ignacio R. Almira is not the custodian of the records of the LMB but Chief of the Regional Surveys Division certifying documents with the DENR; neither is Ignacio R. Almira the custodian of the records of the DENR.[118]

Engr. Castor C. Viernes, a former employee of the Bureau of Lands (1961-1972), identified in court the following documents he obtained through his research: (a) Certification dated June 19, 2007 issued by Rainier D. Balbuena, OIC, RMD, LMB, Binondo, Manila stating that according to verification of their records, "EDP's Listing has available record with Fls-3168-D, Lot 823, xerox copy of which is herewith attached, situated in Caloocan, Rizal (now Quezon City), in the name of Survey Claimant Emiliano Setosta" (Exh. 10[119]); (b) Certification dated June 19, 2007 issued by LMB-RMD OIC Rainier D. Balbuena stating that according to verification of their records, the office has no available record of F-30510 and F-87330, situated in Piedad Estate, Rizal, in the name of M. Teodoro as Assignor, and Severino Manotok as Assignee, as per attached xerox copies of the Assignment of Sale Certificate No. 1054, according to the general index card" (Exh. 24[120]); (c) Certification issued by Ernesto S. Erive, Chief, Surveys Division, DENR-NCR stating that "plan Flr-67-D is not among those existing records on file in the Technical Records and Statistics Section of this Office. However, further verification should be made from Land Management Bureau, Binondo, Manila" (Exh. 26[121]); (d) Letter dated January 10, 2003 from Bienvenido F. Cruz, OIC, Geodetic Surveys Division, LMB, stating that Flr-67-D is not listed in the EDP listing (Exh. 27[122]); (e) Plan of Lot 823, Piedad Estate

---

[117] *Id.* at 961.

[118] TSN, November 13, 2009 a.m., pp. 77-103, 128-129 (CA *rollo*, Vol. X, pp. 6091-6116, 6141-6142); CA *rollo*,Vol. IV, pp. 901-902, 961.

[119] *Id.* at 914.

[120] *Id.* at 949-951.

[121] *Id.* at 953.

[122] *Id.* at 954.

Supreme Court E-Library

prepared by Geodetic Engineer Teresita D. Sontillanosa on April 23, 1998 (Exh. 28[123]); (f) TCT No. RT-22481 (372302) in the name of Severino Manotok IV, *et al*. indicating Payatas Estate as a boundary in the survey made in 1912 when Payatas Estate did not exist until 1923 (Exh. 29[124]); (g) Certification dated April 13, 2009 issued by Ignacio R. Almira, Chief, Regional Director Surveys Division, confirming the absence of any record in the DENR of Sale Certificate No. 511 issued to Valentin Manahan (Exh. 30[125]); (h) Certification dated August 27, 2002 issued by Bienvenido F. Cruz, OIC, Geodetic Surveys Division, LMB stating that Fls-3164 is not listed in the EDP Listing (Exh. 31[126]); (i) Letter dated March 12, 2003 from Atty. Crizaldy M. Barcelo, Assistant Regional Executive Director for Technical Services, DENR-NCR stating that their office has no record on file of Sale Certificate No. 511 in the name of Valentin Manahan and Sale Certificate No. 1054 in the name of Modesto Zacarias, Regina Geronimo and Felicisimo Villanueva, covering Lot 823, Piedad Estate, and advising Mr. Viernes to make a similar request with the LMB which has jurisdiction over friar lands (Exh. 32[127]); (j) Copy of TCT No. 250215 in the name of Felicitas Manahan, married to Rosendo Manahan issued on May 25, 1979 covering Lot 823, Piedad Estate with an area of 342,945 square meters given to Felicitas Manahan by the Register of Deeds of Quezon City (Exh. 34[128]); (k) Tax Declaration No. D-138-07070 in the name of Felicitas Manahan indicating that Lot 823, Piedad Estate is situated at Old Balara, Holy Spirit/ Capitol, Quezon City for the year 1996, with tax receipt and certification (Exhs. 35, 35-A and 35-B[129]); (l) Letter dated February 21, 2003 from Emelyne Villanueva-Talabis, Special

---

[123] *Id.* at 955.

[124] *Id.* at 957-960.

[125] *Id.* at 961.

[126] *Id.* at 962.

[127] *Id.* at 963.

[128] *Id.* at 967.

[129] *Id.* at 968-970.

Supreme Court E-Library

Assistant to the LMB Director informing Mr. Viernes that his letter requesting for a certified copy of Sales Certificate Nos. 511 and 1054 was forwarded to the RMD on February 21, 2003 (Exh. 36[130]); and (m) Letter dated February 27, 2003 from Leonardo V. Bordeos, OIC of LMB-RMD informing Mr. Viernes that the latter's request cannot be granted because "the said records are still not in the custody of this Division" and suggesting that a similar request be made with the DENR-NCR (Exh. 37[131]).[132]

Engr. Viernes asserted that the subject property is not bounded by the Payatas Estate considering that when the Piedad Estate was surveyed in 1907, the Payatas Estate was not yet existing because it was surveyed only in 1923. The computation made by Engr. Barikwa *(sic)* and report made by Engr. Evelyn Celzo, and also the plotting of Marco Castro seems to be erroneous. The other parties claimed that the property described in TCT No. 210177 (Barques' title) is not located in Quezon City allegedly because when plotted to its tie line it appears to be 5,637.50 meters away from Lot 823. In the submitted title of the Barques, Lot 823-A of Fls-3168-D as described in the title is not readable; it seems to be 9,000 kilometers and not 4,000 kilometers. That is why when they plotted the tie line of Lot 823-A using the 9,786.6 meters from monument 16, it falls away from the map of Quezon City, something like more than five (5) kilometers away from the plotting using the tie line of the original Lot 823 of the Piedad Estate of 4,097.4 meters from monument 16. The witness said he showed his computation to his officemate, Geodetic Engineer Teresita Sontillanosa who agreed with his computation. He identified Comparative Report on TCT No. RT-22481 and TCT No. 210177 (Exh. 41), the Sketch Plans for Lots 823-A and 823-B (Exhs. 39 and 41[133]).[134]

---

[130] *Id.* at 971.

[131] *Id.* at 972.

[132] Judicial Affidavit of Castor C. Viernes, CA *rollo*, Vol. V, pp. 1804-1812.

[133] CA *rollo,* Vol. VIII, pp. 4068-4079.

[134] TSN, November 13, 2009 p.m., pp. 7-16 (CA *rollo*, Vol. X, pp. 6276-6285).

Supreme Court E-Library

Engr. Viernes denied that he was employed by the Barques for a fee. It was Mr. Gregorio Que, a friend of Mrs. Hernandez, the son of his client Mr. Domingo Que, who asked him to help verify the authenticity of the Barques' title. He obtained copies of TCT No. 250215 and tax declaration of the Manahans from Engr. Mariano Flotildes. As to the Barques' Exh. 1, he denied having a hand in securing said document but admitted he was with Teresita B. Hernandez when it was handed to her. Mrs. Hernandez presented a document to Mrs. Teresita J. Reyes for authentication, but he did not see the latter sign the certification because he was at the ground floor of the LMB talking to a friend; the document was already signed when it was handed to Mrs. Hernandez. He also did not see Ignacio R. Almira sign the Certification dated June 8, 2009 (Exh. 2). When he was still in the Bureau of Lands from 1961 to 1972, he was holding the position of Computer II in-charge of the verification of cadastral survey returns; he was not then involved in the actual survey of lots because he was a Civil Engineer and not a Geodetic Engineer. He admitted that he was not able to conduct an actual survey of Lots 823-A and 823-B of the Piedad Estate.[135]

The Barques presented as witnesses in rebuttal Engr. Castor Viernes, Teresita Barque-Hernandez, Dante M. Villoria and Engr. Mariano Flotildes.

Engr. Viernes declared that Mrs. Hernandez had told him that it appeared during her cross-examination in court that the alleged Deed of Conveyance No. 4562 is spurious. A copy of said deed of conveyance (Exh. 44) was given to him by the LMB sometime in March 1997 which he in turn submitted to Mr. Que. Mr. Que had asked him to verify Lot 823 because Mrs. Teresita Barque Hernandez wanted to borrow money from him on the title of said lot. When asked why he did not include Deed of Conveyance No. 4562 among the fourteen (14) documents he found pertaining to the property of Homer L. Barque, Sr. despite his earlier testimony that he got a copy thereof from the LMB on March 14, 1997, Engr. Viernes explained that the Deed of Conveyance was not among those he would be testifying

[135] *Id.* at 27-42 (*Id.* at 6295-6310).

Supreme Court E-Library

and was not mentioned in the previous affidavit that he had signed. When asked why Deed of Conveyance No. 4562 marked as Exh. 1 is dated January 25, 1938 while the Deed of Conveyance No. 4562 marked as Exh. 44 is dated May 4, 1937, he answered that he does not know; neither was he aware that the name and address mentioned in the two (2) documents are also different (in Exh. 44 it is Emiliano T. Setosta who was resident of 2800 Santolan St., Sampaloc, while in Exh. 1 it stated that Jose Setosta who was named therein was a resident of Bustillos, Sampaloc. Mrs. Hernandez was claiming the lot which she said is located in Culiat, but based on the maps it is situated in Matandang Balara. If the name of the place where the property is located is incorrect, the technical description should be corrected to conform to the lot's actual location.[136]

Teresita Barque-Hernandez testified that she did some research on the alleged practice among employees of the Bureau of Lands of issuing fake documents and was dismayed to discover that Atty. Fe T. Tuanda, a high-ranking official of the LMB, was suspended from the practice of law, and her credibility is in question after having been charged with violation of B.P. Blg. 22. She described the practice of "*saksak-bunot*" wherein documents are inserted in the records of the LMB, and people submit documents from their own personal file after which they would ask for certification or a certified copy thereof. She admitted that Exh. 1 which was presented by her lawyer was a falsified document, and that she was fooled by somebody from the Bureau. However, she was sure of the authenticity of Exh. 44,[137] as it came from Mr. Que. When confronted with Exh. 44 which stated that the price of Lot 823 was ₱2,850.45 but only 50% thereof was paid allegedly by Emiliano Setosta, she lamented that she was not yet born at the time of the transaction – January 25, 1938 – and did not know what really happened. She denied asking for re-authentication after the conduct of her cross-examination which tended to show that her Exh. 1

---

[136] TSN, December 14, 2009 p.m., pp. 69-83, 87-90, 97-101 (CA *rollo*, Vol. XIII, pp. 9502-9516, 9520-9523, 9530-9534).

[137] CA *rollo*, Vol. IX, p. 5436.

Supreme Court E-Library

was a forgery and after Teresita Reyes testified that the latter's signatures thereon were forged. She affirmed that she went to Mr. Que in the early part of 1997 to borrow money in order to redeem the property covered by TCT No. 210177, which was mortgaged by her father to the sister of her *lola* in 1985. She received a total of ₱2,000,000.00 from Mr. Que; thereafter, she went to another lender, Mr. Jesus Lim, from whom she secured a loan of the same amount. She paid the loan to Mr. Lim with the proceeds of yet another loan from Mr. Cedric Lee.[138]

Dante M. Villoria, retired City Assessor of Quezon City, declared in his Judicial Affidavit that Lot 823 is located in Barangay Matandang Balara, which has existed as a separate *barangay* from Barangay Culiat even before they were transferred from Caloocan City to Quezon City in 1939.[139] He testified that it is the technical description of the property that determines its identity, regardless of the name of its location. He was shown Tax Declaration No. 06895 in the name of the Barques (Exh. 123[140]-Manotoks) which contains a memo on the lower left hand portion which reads "this property appear[s] to duplicate the property of Manotok Realty, Inc., declared under [Tax Declaration Number] D-067-02136 with area of 342,945 sq.m./ P.I. No. 21-4202", and was asked if that meant that the tax declaration in the name of Manotok Realty Inc. existed before the tax declaration in favor of the Barques. Upon the objection of his counsel, the witness vacillated and said he is not certain as he has to see first the tax declaration of the Manotoks to determine which came ahead. However, he affirmed that if such memo is written on a tax declaration, it means that the information stated in the memo was already available on the date of the tax declaration. As to the statement on the reverse side of

---

[138] TSN, December 14, 2009 p.m., pp. 136-149, 152-160, 176, 179-186, 194-207 (CA *rollo*, Vol. XIII, pp. 9570-9583, 9586-9594, 9610, 9613-9620, 9628-9641).

[139] CA *rollo*, Vol. IX, pp. 5429-5431.

[140] *Id.* at 5444.

Supreme Court E-Library

Exh. 124[141]-Manotoks on the portion indicating the tax declaration cancelled there is an entry "new" ("undeclared"), witness explained that it means that there was no tax declaration for the same property in the name of the Barques prior to the said tax declaration. He then clarified by saying that while there is an existing tax declaration, they still issued another tax declaration because the documents presented as basis therefor were legal and binding. He admitted that their office will issue several tax declarations covering the same property even with the knowledge that the tax declaration can be used as evidence for ownership because the main concern is to collect more taxes.[142]

Engr. Mariano Flotildes declared in his Judicial Affidavit that Rosendo Manahan engaged his services in 1998 and gave him a relocation plan, photocopy of TCT No. 250215 in the name of Felicitas Manahan, field notes cover of the survey returns, complete lot survey data, traverse computation and azimuth computation. After signing the relocation plan in March 1998, Mr. Manahan submitted the Relocation Survey and the related documents to DENR-NCR, Surveys Division. Thereafter, Relocation Survey Number Rel-00-000822 was issued in favor of Felicitas Manahan.[143] He testified that he was commissioned by Rosendo Manahan sometime in 1998 to conduct a relocation survey of a property owned by his wife, Felicitas Manahan, covered by TCT No. 250215. His findings coincided with the technical description of said title, duly certified by the Register of Deeds of Quezon City, which was shown to him together with the full print survey returns, tax declaration, field notes cover (Exh. 45[144]), plot data computation, traverse computation (Exh. 47[145]) and azimuth computation (Exh. 48[146]) and the plan

---

[141] *Id.* at 5445 (back).

[142] TSN, December 14, 2009 p.m., pp. 211-219, 225- 240, 242-245 (CA *rollo*, Vol. XIII, pp. 9648-9654, 9660-9675, 9677-9680).

[143] CA *rollo*, Vol. IX, pp. 5421-5423.

[144] *Id.* at 5425 and 5437.

[145] *Id.* at 5427 and 5439.

[146] *Id.* at 5428 and 5438.

Supreme Court E-Library

itself. However, the relocation plan for the Manahans was not approved by the Bureau of Lands. It was Rosendo Manahan who gave him a copy of TCT No. 250215 (Exh. 34), from which was derived the information found in the plot data of Lot No. 823 (Exh. 46[147]); these were not based on documents from the Bureau of Lands.[148]

Other documentary evidence formally offered by the Barques are the following: Exh. 8 – "Certified copy of Logbook Entries of Destroyed and Salvaged Documents" in the fire which razed the office of the Register of Deeds of Quezon City on June 11, 1988;[149] Exh. 9 – "Certified Copy of the Bureau of Lands' Computer Printout of the List of Locator Cards by Box Number as of February 4, 1982" to prove that Fls-3168-D has been duly entered in the microfilm records of the Bureau of Lands and assigned with Accession No. 410436 appearing on page 79, Preliminary Report No. 1, List of Locator Cards by Box Number, as of February 4, 1984, copy of EDP Listing certified by Teresita J. Reyes, OIC, LMB-RMD;[150] Exh. 11 – Certified Xerox Copy of the Tax Map of Quezon City dated April 21, 1998 issued by the Tax Mapping Division, City Assessor's Office, Quezon City to prove the veracity of the subdivision of Lot No. 823 Piedad Estate into Lots No. 823-A and 823-B;[151] Exh. 13 – Certification dated 27 September 1996 issued by the Register of Deeds of Quezon City attesting that "based on the List of Salvaged Titles prepared by the Land Registration Authority, TCT No. 210177 was not included as among those saved from the fire of June 11, 1988";[152] Exh. 15 – Acknowledgment Receipt dated September 24, 1975 issued by Emiliano Setosta, confirming the payment given to him by Homer L. Barque, Sr. in the amount

---

[147] *Id.* at 5426 and 5440.

[148] TSN, December 14, 2009 p.m., pp. 267-270, 272-287, 290-294, 307-310, 314-315 (CA *rollo,* Vol. XIII, pp. 9702-9705, 9707-9722, 9725-9729, 9742-9745, 9749-9750).

[149] CA *rollo,* Vol. IV, p. 911.

[150] *Id.* at 912.

[151] *Id.* at 917.

[152] *Id.* at 919.

Supreme Court E-Library

of ₱350,000.00 for the purchase of Lots 823-A and 823-B, located in Matandang Balara, Quezon City;[153] Exh. 16 – Certification dated August 13, 1997 issued by the Regional Trial Court (RTC) of Manila stating that an instrument entitled "Deed of Absolute Sale" between Emiliano P. Setosta (vendor) and Homer L. Barque, Sr. (vendee) was notarized by Atty. Eliseo Razon on September 24, 1975 and entered in his Notarial Register, under Doc. 416, Page No. 85, Book No. VIII, Series of 1975;[154] Exh. 18 – Certified True Copy of the Owner's Duplicate Copy of TCT No. 210177 in the name of Homer L. Barque, Sr.;[155] Exhs. 19 to 19-H - Tax Declaration Nos. 06893 (1996) and 06892 (1987) in the name of Homer L. Barque, Sr. m/to Matilde Reyes and Real Property Tax Bills/Receipts;[156] Exh. 20 - Certification issued by Nestor D. Karim, *Kagawad*/Official-On-Duty of Bgy. Culiat, Area XII, District II, Quezon City, attesting that there is no Payong Street or place in the *barangay*;[157] Exh. 21- Letter dated April 14, 1998 from Dante M. Villoria, Assistant City Assessor of Quezon City addressed to the Law Division, LRA affirming that "[a]s per our record, there is no Barrio Payong in Quezon City";[158] Exh. 22 - Certification dated August 10, 2007 issued by the City Assessor, Quezon City stating that "there is no *Barangay* or Barrio Payong in Quezon City as per office record";[159] Exhs. 23 to 23-L - Barangay Profile of Matandang Balara, District III, Area 15 as of May 2000 (NSO) issued by the Office of the City Mayor, Quezon City, which shows that Bgy. Matandang Balara was created on May 10, 1962 pursuant to Ordinance No. 5068 and describes the barangay's boundaries, and thus prove that TCT No. RT-22481 (372302) in the name of Severino Manotok IV, *et al*. and Sales Certificate No. 511 in the name of Felicitas Manahan are fake

[153] *Id.* at 922.

[154] *Id.* at 923.

[155] *Id.* at 926.

[156] *Id.* at 927-932.

[157] *Id.* at 933.

[158] *Id.* at 934.

[159] *Id.* at 935.

Supreme Court E-Library

and spurious;[160] Exh. 25 – Certification dated July 19, 2007 issued by Rainier D. Balbuena, OIC of LMB-RMD stating that according to their records, there is no available record of a Deed of Sale No. 1054 allegedly in the name of M. Teodoro and/or Severino Manotok covering the property situated in Piedad Estate, Caloocan, Rizal;[161] Exh. 32 - Letter dated March 12, 2003 from Atty. Crizaldy M. Barcelo, Assistant Regional Executive Director for Technical Services, DENR-NCR stating that they have no record on file of Sale Certificate No. 511 in the name of Valentin Manahan and Sale Certificate No. 1054 in the name of Modesto Zacarias, Regina Geronimo and Felicisimo Villanueva covering Lot 823 of the Piedad Estate;[162] Exh. 33 – Copy of Sale Certificate/Assignment of Sale Certificate No. 511 in the name of Valentin Manahan (assignor) and Hilaria de Guzman (assignee), with same date as Sale Certificate No. 511 - *June 24, 1939* showing the "Department of the Interior, Bureau of Lands" when in fact the Department of the Interior was abolished pursuant to Act No. 2666 on November 18, 1916 and its transfer and functions were transferred to the Department of Agriculture and Natural Resources (DANR), and in 1932 another reorganization act was passed providing, among others, for renaming of the DANR to Department of Agriculture and Commerce (DAC);[163] Exh. 33-A - Deed of Conveyance in the name of Felicitas Manahan, married to Rosendo Manahan purportedly issued on December 3, 2000 by the Director of Lands, Office of the Secretary, DANR despite the fact that said department was renamed Department of Environment and Natural Resources (DENR) pursuant to Executive Order No. 192 issued on June 10, 1987;[164] Exh. 37 – Certified true copy of the Property Identification Map of Barangay Matandang Balara issued by the City Assessor of Quezon City to prove that the records of the Bureau of Lands

[160] *Id.* at 936-948.

[161] *Id.* at 952.

[162] *Id.* at 963.

[163] *Id.* at 965 (See Offer of Evidence by the Barques, CA *rollo*, Vol. XII, pp. 8556-8558).

[164] *Id.* at 966 (*Id.* at 8558-8559).

Supreme Court E-Library

conform to and confirm the metes and bounds contained in the full technical description of Lot 823, Piedad Estate embodied in TCT No. 13900 in the name of Emiliano Setosta and TCT No. 210177 in the name of Homer L. Barque, Sr., and which also shows Lots 823-A and 823-B subdivided lots;[165] Exh. 38 - Certification dated May 12, 1998 issued by Ernesto S. Erive, Chief, Surveys Division, DENR-NCR for the Regional Technical Director, with approval recommended by Veronica S. Ardina Remolar, Chief, Technical Records and Statistics Section, stating that "plan Psu-32606, as surveyed for the Payatas Estate IMP Co., situated in Montalban and San Mateo, Rizal, with an area of 36,512.952 sq.m. and originally approved on *Jan. 12, 1923* is among those existing reconstructed records on file in the Technical Records and Statistics Section of this Office," to prove that the Payatas Estate could have been claimed by the Manotoks as a boundary of Lot 823, Piedad Estate since Payatas Estate was created only on June 12, 1923;[166] Exh. 42 - Certification dated August 24, 2007 issued by Gregorio Faraon of the RTC of Manila stating that the document entitled "Deed of Absolute Sale" executed between Emiliano P. Setosta (vendor) and Homer L. Barque, Sr. (vendee) exists in the notarial files and was among the documents notarized, reported and submitted by Atty. Eliseo A. Razon, in his notarial book for the month of September 1975, under Doc. No. 416, Page No. 85, Book No. VII, series of 1975;[167] Exh. 43 - Certification dated March 14, 1997 issued by Amando Bangayan stating that "the only available record on file in this Office is the Deed of Conveyance/Sales Certificate issued to Emiliano Setosta covering Lot No. 823, Piedad Estate, Caloocan, Rizal"[168] with attached copy of Deed of Conveyance No. 4562 dated January 25, 1938 (Exh. 44); Exh. 49 – Certification dated November 23, 2009 issued by Atty. Ma. Cristina B. Layusa, Deputy Clerk of Court & Bar Confidant, Supreme Court, stating that "Atty. Fe T.

---

[165] CA *rollo,* Vol. VIII, p. 4066.

[166] *Id.* at 4067.

[167] CA *rollo,* Vol. XII, p. 8577.

[168] CA *rollo,* Vol. IX, p. 5419.

Supreme Court E-Library

Tuanda has been suspended from the practice of law as imposed in a Decision of the Court of Appeals dated 17 October 1988 in CA-G.R. Cr # 05093;[169] and Exh. 51 – Certified Microfilm Copy of the Articles of Incorporation of Manotok Realty, Inc. issued by the Securities and Exchange Commission (SEC) showing its date of incorporation as of September 11, 1950, which was after the issuance of TCT No. 13900 in the name of said corporation on August 31, 1950.[170]

Exhibits 1 (certified copy of Deed of Conveyance Record No. 4562 with Sale Certificate No. V-321 in the name of Emiliano Setosta, and 2 (Certification dated June 8, 2009 issued by Ignacio R. Almira, Chief, Regional Surveys Division, DENR), marked during the pre-trial were not formally offered by the Barques.

D. ***Manahans***

Rosendo Manahan declared in his Judicial Affidavit that Lot 823 of the Piedad Estate belongs to his wife by virtue of Deed of Conveyance No. V-2000-22 dated October 30, 2000 issued to her by the LMB. However, his wife has no certificate of title because the LRA Administrator declared that her deed of conveyance is non-registrable at this time because there are two (2) other claimants to the lot — Severino Manotok IV, *et al*. and the Heirs of Homer L. Barque, Sr. Thus, his wife filed a petition for *mandamus* with the CA to compel the LRA to allow the registration of Deed of Conveyance No. V-2000-22 and issuance of the corresponding title in the name of Felicitas Manahan. However, the CA denied the petition, and they filed a petition for review with the Supreme Court where the case is still pending. He had assisted his wife in working for the issuance of a certificate of title and did a lot of record searching. The Manotoks have no valid claim over Lot 823 as their documents have been found to be spurious and not authentic by the NBI and LMB. As to the Barques who claimed that their plan has accession number, the witness asserted that Accession No. 410436

---

[169] *Id.* at 5434.

[170] See CA Commissioners' Report, p. 144.

Supreme Court E-Library

is in the name of Nicolas Apo, *et al*. as shown in Exh. XXXII.[171] Moreover, the technical description of the lot being claimed by the Barques when verified and plotted by DENR-NCR, LRA and private surveyor Jose R. Baricua, is outside Quezon City and 5.8 kilometers away from Lot 823 as shown in Exhs. XXVIII, XXIX, XXX and XXXI.[172]

Rosendo Manahan testified that the documents relied upon by the Manotoks were submitted for verification by the LMB to the NBI and found to be fake and spurious. A very thorough search of documents covering Lot 823 by the LMB and DENR yielded only documents in the name of the Manahans but no genuine document in the name of the Manotoks. The claim of the Barques that they own Lot 823 is likewise false considering that the files of the LMB and DENR do not have Sale Certificate No. V-321 and Deed of Conveyance No. 4562. The technical description of the lot claimed by the Barques, when plotted by the private prosecutor Jose Baricua and the DENR-NCR as well as LRA, showed that it is outside Quezon City and 5.8 kilometers away from Lot 823 of the Piedad Estate (Exhs. XXVIII, XXIX, XXX and XXXI[173]). The Deed of Conveyance No. 29204 of the Manotoks had no signature of the Secretary of Agriculture and Commerce, and he had not seen any copy thereof in the records of the LMB.[174]

On cross-examination, Rosendo Manahan testified that his father Lucio Manahan and mother Hilaria de Guzman were born in Malolos, Bulacan; he was also born and lived there almost his life. In 1945 or 1946 when he was about seven (7) years old, his grandfather Valentin Manahan brought him to Lot 823. His grandfather died in 1948, his grandmother died later at the age of 93. His wife Felicitas bought Lot 823 for ₱350,000.00 because his other siblings had no money to buy

---

[171] CA *rollo,* Vol. IV, p. 1073.

[172] CA *rollo,* Vol. V, pp. 1766-1771.

[173] CA *rollo,* Vol. IV, pp. 1065-1072.

[174] TSN, November 19, 2009 a.m., pp. 97-99, 101-105, 111-113 (CA *rollo,* Vol. X, pp. 7152-7154, 7156-7160, 7166-7168) .

Supreme Court E-Library

the property. He met Evelyn Celzo when he accompanied his wife to the regional Office; they had no intervention in the preparation of her report. He cannot recall if Evelyn Celzo asked his wife about Valentin Manahan's application and assignment of Lot 823, nor of the death of Lucio Manahan, Felicitas told Celzo that Hilaria de Guzman went to the property but she was denied entry by heavily armed men. When he was about eight (8) years old, his father would take him from Malolos to Quezon City to see Lot 823, and his parents took over Lot 823 when his grandparents Valentin Manahan and Placida Figueroa after 1939 went back to Malolos, specifically Barrio Pulilan.[175]

Rosendo Manahan asserted that Sale Certificate No. 511 (Exh. XXXVII[176]) was issued as early as 1913; he had verified its existence in the records of the LMB. However, he had sent letters — the last being in 1998 — asking for a certification, to no avail; despite a thorough search for the document in the LMB and DENR, it could not be found. He did not think of obtaining copy of the document from the National Archives because as far as his layman's understanding, the main purpose of the National Archives is to keep and preserve documents of historical and cultural value. Sometime in 1974, he obtained a xerox copy of Sale Certificate No. 511 from his mother in Malolos and furnished the LMB with a copy thereof as reference. When he verified with the LMB in 1997, he actually saw an assignment of sale certificate, not the sale certificate itself. He had knowledge of the tax declarations that his wife filed for Lot 823 in 1997. The tax declarations submitted by the Barques caught them by surprise; these were not the same as those filed by his wife but he did not bother about it as they were spurious. He and his wife secured tax declarations in 1997 upon the advice of people who were helping them pursue their case with the LMB. His

---

[175] *Id.* at 114-119, 124-128, 132-138, 142-156 (*Id.* at 7169-7174, 7179-7183, 7187-7193, 7197-7211). TSN, November 19, 2009 p.m., pp. 6-16 (CA *rollo*, Vol. XIII, pp. 8826-8836).

[176] CA *rollo*, Vol. VIII, p. 4099.

Supreme Court E-Library

wife secured a special plan, not a relocation plan but he could not recall who prepared it.[177]

On redirect examination, the witness declared that he is claiming Lot 823, Piedad Estate, as described in the technical description, regardless of what the place it is located is called. Based on his study, Culiat was just a part of Matandang Balara before it was split into several *barangays*. He denied having filed a reconstitution proceeding; it was the Manotoks who filed for administrative reconstitution of their alleged title. When she read the report of Evelyn dela Rosa Celzo, he noticed in the penultimate paragraph stating "Documentary evidence hereto attached: [1] Sale Certificate No. 511", and so he tried to get a copy from the LMB but they could not show him any sale certificate, what they showed him was an assignment of sale certificate. He also tried to ask a copy of Fls-3164 but they only showed him the index card. When he learned about the 2nd Indorsement dated March 26 from Mamerto L. Infante, Regional Technical Director, Land Sector of DENR-NCR (Exh. XIV[178]), stating that a photocopy of the sale certificate was transmitted to the LMB, he was able to get a photocopy of Sale Certificate No. 511 and also Index card of Fls-3164. He discovered later that there was no more original or certified copy of Sale Certificate No. 511 with the LMB. As to TCT No. 250215 in the name of Felicitas Manahan, married to Rosendo Manahan, Tax Declaration of Real Property No. D-138-07070, and tax Bill Receipt No. 183999 which were secured by the Barques, the witness denied having anything to do with those documents.[179]

Felicitas B. Manahan declared in her Judicial Affidavit that her grandfather-in-law Valentin Manahan occupied and cultivated Lot 823, and had it surveyed on November 16, 1938. On December 13, 1939, survey plan Fls-3164 prepared in his name

---

[177] TSN, November 19, 2009 p.m., pp. 20-38, 42-47, 73-79, 85-86, 154-159 (CA *rollo*, Vol. XIII, pp. 8840-8859, 8862-8867, 8893-8899, 8905-8906, 8974-8979).

[178] CA *rollo,* Vol. IV, pp. 1013-1017.

[179] TSN, November 19, 2009 p.m., pp. 94-100, 104-132 (CA *rollo*, Vol. XIII, pp. 8914-8920, 8924-8952).

Supreme Court E-Library

was approved by the Director of Lands. Valentin Manahan's application to purchase Lot 823 was approved and after paying in full the purchase price of ₱2,140.00, he was issued Sale Certificate No. 511. Valentin Manahan assigned his rights over Lot 823 to his daughter-in-law Hilaria de Guzman, wife of his son Lucio Manahan and mother of her husband Rosendo Manahan (Exh. III[180]). With the aid of caretakers, Hilaria de Guzman and Lucio Manahan occupied Lot 823. However, in the middle of 1950s, a group of armed men ousted Hilaria de Guzman's caretaker on the lot. To protect her rights, Hilaria de Guzman declared the property for taxation purposes under TD No. 17624 effective 1959 and TD No. 1751 effective 1965. On August 23, 1974, Hilaria de Guzman sold her rights to Lot 823 in her favor, under Deed of Absolute Sale (Exh. X) believing that she could take effective measures in recovering the property. She then paid the real property tax and after making follow-up with the LMB and Malacañang thru then First Lady Imelda Marcos and LRA, Deed of Conveyance No. V-200022 was issued in her name by the LMB on October 30, 2000 (Exh. IV[181]). Deed of Conveyance No. V-200022 was forwarded to the Register of Deeds of Quezon City for registration and issuance of the corresponding title (Exh. XX[182]), letter of the LMB Director to the Register of Deeds of Quezon City, but in a "*Consulta*," the LRA Administrator declared that it is not registerable because of the existence of the titles of the Manotoks and the Barques. Hence, she filed a petition for *mandamus*, docketed as CA-G.R. SP No. 99177, to compel the LRA to allow the registration of Deed of Conveyance No. V-200022. However, the CA denied her petition, prompting her to file a petition for review with the Supreme Court (G.R. No. 184748) where the case is pending for decision. The documents on which the Manotoks base their claim is "false and untrue" because after conducting a "chemistry test" on those documents submitted by the LMB, the NBI concluded that they were not old as they purport to be

---

[180] CA *rollo*, Vol. IV, p. 997.

[181] *Id.* at 998.

[182] *Id.* at 1048.

Supreme Court E-Library

(Exh. XXV[183]). The LMB, as repository of all records of all friar lands, conducted a thorough search of its files for documents covering Lot 823, but it found only documents issued to the Manahans and no genuine document covering Lot 823 in the name of Severino Manotok or his alleged predecessors-in-interest. The DENR likewise conducted an investigation confirming the findings of the LMB embodied in its report (Exh. XVI[184]) that the documents of the Manotoks were spurious. The lot being claimed by the Barques, on the other hand, based on their technical description, as plotted by private surveyor Jose Baricua and the DENR-NCR as well as LRA, is outside Quezon City and 5.8 kilometers away from Lot 823 of the Piedad Estate (Exhs. XXVIII, XXIX, XXX and XXXI).[185]

Felicitas Manahan identified the following documents in court: (a) Letter dated July 10, 2009 of Teresita J. Reyes stating that "Deed of Conveyance No. V-4562 was issued on June 28, 1955 in favor of PAULINO DIGALBAL covering a parcel of land situated in Naic, Cavite identified as Lot No. 1540-N, Naic Friar Land Estate containing an area of 1.1396 hectares, and that the same was transmitted to the Register of Deeds of Cavite on July 13, 1955" and that further verification disclosed that "this Office has no record/copy of the alleged Deed of Conveyance No. 4562 (Sale Certificate No. V-321) purportedly issued in the name of EMILIANO SETOSTA supposedly covering a parcel of land identified as Lot No. 823, Piedad Friar Land Estate, situated in Quezon City" (Exh. XXXVIII[186]); (b) Letter dated August 27, 2009 of Atty. Fe T. Tuanda, OIC Chief, LMB-RMD stating that "this Office has no record of the alleged Deed of Conveyance No. 29204 purportedly issued on December 7, 1932 supposedly covering a parcel of land situated in Caloocan, Rizal, now Quezon City, identified as Lot No. 823, Piedad Friar Lands Estate (Exh. XXXIX[187]); and (c) xerox copy of

[183] *Id.* at 1062.

[184] *Id.* at 1023-1030.

[185] CA *rollo,* Vol. V, pp. 1773-1778.

[186] CA *rollo,* Vol. VIII, pp. 4100-4105.

[187] *Id.* at 4106.

Supreme Court E-Library

Sale Certificate No. 511 dated June 24, 1913 (Exh. XXXVII[188]) which was given to her by her mother-in-law when the latter signed the deed of sale. The witness explained that they did not attach a copy of Sale Certificate No. 511 because the CA ordered that only certified copies are to be attached to the pre-trial brief, and also said that she tried to secure a certified copy of Sale Certificate No. 511 but the LMB and DENR could not give her the same.[189]

On cross-examination, Felicitas Manahan testified that her mother-in-law was living in Malolos, Bulacan but occupied Lot 823 in 1939 by hiring caretakers to till the land. After the assignment of Lot 823 from Valentin Manahan to Hilaria de Guzman, her father-in-law Lucio Manahan frequently visited Lot 823 to oversee the caretakers. Since 1976, she and her husband resided in Manila where they rented a house. In 1974, Hilaria de Guzman told her she wanted to sell Lot 823 and after Hilaria had signed the deed of sale and was paid in cash ₱350,000.00, she obtained from Hilaria the sale certificate, assignment of sale certificate and a sketch plan. However, when she visited the land in 1981, she was told by an elderly man not to return and aspire to recover the land because it belonged to Imee Manotok. When she went there in 1979, the property was not fenced and it seemed to her there were no occupants. She met Evelyn dela Rosa in March 1979 and again in the year 2000 at the DENR. Evelyn dela Rosa asked questions about the property and her grandfather–in-law Valentin Manahan. Despite having seen Lot 823 vacant in 1979, 1981 and in 1989, she and her husband continued to live in Levytown. She had seen the original copy of Sale Certificate No. 511 mentioned in the 1st Indorsement dated February 23, 1999 of Mamerto L. Infante, Regional Technical Director of DENR-NCR's Lands Sector (Exh. XIII[190]). She gave the owner's duplicate copy of Sale Certificate No. 511 which she got from Hilaria to DENR-

---

[188] *Id.* at 4099.

[189] TSN, November 23, 2009 a.m., pp. 13-55 (CA *rollo*, Vol. XII, pp. 8212-8254).

[190] CA *rollo*, Vol. IV, p. 1008.

Supreme Court E-Library

NCR Director Pelayo in March 1989 without asking for a receipt. Director Pelayo, however, lost it. The witness clarified that the original copy of Sale Certificate No. 511 mentioned in Exh. XIII refers to the *assignment of sale certificate*. When Atty. Rogelio Mandar accompanied her for a site inspection of Lot 823 in 1997 or 1998, she saw men with firearms. On that occasion, she tagged along Policeman Fernandez from Parañaque as bodyguard because she knew of the presence of armed men in the property. However, she did not report the matter to the Quezon City Police.[191]

Atty. Roseller S. de la Peña, former Undersecretary for Legal Affairs of DENR and now Dean of the College of Law of Polytechnic University of the Philippines, declared in his Judicial Affidavit that in June 2000, he received a query from LMB Director Ernesto D. Adobo, Jr. on whether a deed of conveyance for Lot 823 of the Piedad Estate may be issued to Felicitas B. Manahan by virtue of Sale Certificate No. 511 issued to Valentin Manahan. In response to this query, he issued a Memorandum dated July 6, 2000 (Exh. XVII[192]) recommending the issuance of a deed of conveyance to Felicitas Manahan, as per verification with the LMB and the DENR-NCR, except for the subsisting records of Sale Certificate No. 511 in the name of Valentin Manahan, there is no record in said offices to show that the Manotoks filed an application for the property; there was no such sale certificate issued in the name of the Manotoks. Sale Certificate No. V-321 and Deed of Conveyance No. 4562 are also not found in the records of the LMB and DENR. He affirmed the comments and recommendations contained in Exh. XVII. In accordance with his recommendation, the LMB issued to Felicitas B. Manahan Deed of Conveyance No. V-200022 on October 30, 2000. The signing of deed of conveyance had been delegated effective 1997 to the Director of the LMB by means of General Memorandum Order No. 1, Series of 1997 issued

---

[191] TSN, November 23, 2009 a.m., pp. 56-62, 69-79, 86-104, 107-108, 114-127, 129-133 (CA *rollo*, Vol. XII, pp. 8255-8261, 8268-8278, 8285-8303, 8306-8307, 8313-8326, 8328-8332).

[192] CA *rollo*, Vol. IV, pp. 1031-1035.

Supreme Court E-Library

by the DENR Secretary. A *bona fide* settler can acquire a friar land only through conveyance by the LMB which is the agency authorized under Act 1120 to administer and dispose friar lands.[193]

Atty. Rogelio Mandar, Chief of the Claims and Conflicts Section, Legal Division, LMB, declared that he, together with Atty. Manuel B. Tacorda, Assistant Chief, Legal Division of LMB, were authorized by the LMB Director under Special Order No. 98-135 dated December 18, 1998 to conduct an investigation regarding Lot 823 of the Piedad Estate. It appears that on November 25, 1998, Felicitas Manahan filed a petition with the OSG for the cancellation/reversion proceedings against TCT No. RT-22481 (372302) issued in the name of Severino Manotok IV, *et al.*, which was referred by the OSG to the LMB for investigation and/or appropriate action. Thus, they collated all the pertinent available records and referred these to the NBI on April 21, 1999 for determination of the age of the documents; they also scheduled an ocular inspection of the land on July 15, 1999 and set the petition for hearing on December 13, 1999. The documents sent to the NBI were the following: (1) Sale Certificate No. 1054 in the name of Regina Geronimo, Modesto Zacarias and Felicisimo Villanueva (Exh. 10-Manotoks); (2) Assignment of Sale Certificate No. 1054 dated March 11, 1919 (Exh. 11-Manotoks); (3) Assignment of Sale Certificate No. 1054 dated June 7, 1920 (Exh. 12-Manotoks); (4) Assignment of Sale Certificate No. 1054 dated May 4, 1923 (Exh. 13-Manotoks); (5) Sale Certificate No. 651 in the name of Ambrosio Berones; (6) Assignment of Sale Certificate No. 651 dated April 19, 1930 in favor of Andres Berones who is the alleged predecessor-in-interest of Severino Manotok; and (7) Assignment of Sale Certificate No. 511 dated June 24, 1939 in the name of Valentin Manahan, the predecessor-in-interest of Felicitas Manahan (Exh. III-Manahans). The NBI submitted its Chemistry Report No. C-99-152 (Exh. XXV-Manahans) dated June 10, 1999 stating that the first six documents "could not be as old as it *[sic]* purports to be," while the seventh document, the

[193] Judicial Affidavit of Undersecretary Roseller de la Peña, CA *rollo*, Vol. V, pp. 1562-1572.

Supreme Court E-Library

Assignment of Sale Certificate No. 511 dated June 24, 1939 showed "natural aging and discoloration of paper; it also exhibited a "water mark" which is distinct under transmitted light; the adhesive tapes were attached along creases and tears, and the paper did not exhibit the characteristics which were observed on the questioned documents.[194]

Atty. Mandar further declared that they were not able to conduct the ocular inspection of Lot 823 because armed men prevented them. There was a hearing held wherein the Manahans and the Manotoks agreed to submit the case for resolution on the basis of memoranda with supporting documents. Thus, a written report was submitted to the Legal Division Chief Atty. Alberto R. Recalde which served as the basis of the latter's Memorandum dated April 17, 2000 (Exh. XVI[195]), who held that TCT No. RT-22481 (372302) has no legal and factual basis, and therefore void *ab initio*; that records pertaining to Sale Certificate No. 511 in the name of Valentin Manahan – Assignment of Sale Certificate No. 511 dated June 24, 1939 – had been authenticated by both the report of investigation of Land Investigator Evelyn dela Rosa and NBI Chemistry Report No. C-99-152; and that Sale Certificate No. 651 in the name of Ambrosio Berones is unauthenticated. Their recommendation that steps be taken in the proper court for the cancellation of the Manotoks' title was approved by the LMB Director and sent to the DENR. LMB OIC-Director Ernesto D. Adobo, Jr. then issued an Order dated October 16, 2000 (Exh. XVIII[196]) which was forwarded to the Office of the Register of Deeds of Quezon City on December 13, 2000 for registration and issuance of corresponding title.[197]

Evelyn G. Celzo, nee Evelyn C. dela Rosa, Land Investigator/ Geodetic Engineer of DENR-NCR declared that she conducted

---

[194] Judicial Affidavit of Atty. Rogelio Mandar, CA *rollo*, Vol. V, pp. 1753-1760.

[195] CA *rollo,*Vol. IV, pp. 1023-1030.

[196] *Id.* at 1036-1037.

[197] Judicial Affidavit of Atty. Rogelio Mandar, CA *rollo*, Vol. V, pp. 1753-1760.

Supreme Court E-Library

an investigation of Lot 823, Piedad Estate, pursuant to Travel Order dated May 15, 1989 issued by North CENRO, Quezon City. She conducted an ocular inspection of the land and interviewed witnesses. She prepared a written Investigation Report dated July 5, 1989 (Exh. XV[198]). She confirmed the truth of her findings contained in said report. She made a very thorough search of the records of LMB Central Office but found no sale certificate covering Lot 823 other than that issued to Valentin Manahan. Lot 823 is covered by Fls-3164 in the name of Valentin Manahan. She categorically stated that there was no Sale Certificate No. 1054, Deed of Conveyance (Sale Certificate No. V-321) in the name of Emiliano Setosta and Fls-3168-D in the name of Emiliano Setosta existing in the records of the LMB Central Office.[199]

On cross-examination, Evelyn Celzo testified that she is not acquainted with Hilaria de Guzman but she knew her to be one (1) of the heirs of Lot 823, a property she owned and given by Valentin Manahan. During her investigation, she met and talked to Rosendo and Felicitas Manahan in her office. Mrs. Manahan did not supply all the information contained in her report. The information that Lot 823 was an agricultural land when Valentin Manahan took possession thereof as a farmer in 1908 came from the people she personally interviewed in the adjoining lots; she did not record the names of the persons she interviewed. However, she had no more notes of the interview she conducted. She had not referred the results of her interview nor the statements in her report to Felicitas. She admitted that she did not see the application for the purchase of the land stated in her report nor the Sale Certificate issued to Valentin Manahan; she also could not recall the name of the record officer whom she asked about the application of Valentin Manahan. After the assignment of the sale certificate, Hilaria de Guzman and her husband Lucio Manahan were not able to enter Lot 823 because they were

---

[198] CA *rollo,* Vol. IV, pp. 1021-1022.

[199] Judicial Affidavit of Evelyn G. Celzo nee Evelyn C. de la Rosa, CA *rollo,* Vol. V, pp. 1746-1750; TSN, November 18, 2009 p.m., pp. 24-30 (CA *rollo*, Vol. X, pp. 6887-6893).

Supreme Court E-Library

prevented by some people. Neighbors told her that Hilaria only visited the land. There was an old man in his 60s, whose name she cannot remember, told her that Lucio and Hilaria lived in Malolos, Bulacan. As to the requirements of an investigation report, these are provided in the Surveying Manual. She maintained that if one (1) already has a sale certificate given by the government, no other individual can claim that property. A report from the field to determine the location of the land is required for the issuance of a deed of conveyance. As to Valentin Manahan's survey plan, Fls-3164, it was approved on December 13, 1939, after which he applied for the purchase of Lot 823. After paying the sum of ₱2,140.00, Valentin Manahan was issued a sale certificate. She did not conduct another survey of Lot 823 because she is an investigator. Lot 823 was not fenced in 1989; she in fact walked around the property consisting of about thirty four (34) hectares. She cannot anymore remember the number of persons she had interviewed. She pointed out that the technical description appearing in TCT No. 250215 dated May 25, 1979 (Exh. 34-Barques) in the name of Felicitas Manahan married to Rosendo Manahan, is different from the technical description of Lot 823 appearing on Manahan's Exhibit VII[200] (Technical Descriptions of Lot 823). In their conversation, Felicitas Manahan never told her that she had a transfer certificate of title over Lot 823 as early as 1979.[201]

On redirect examination, Evelyn Celzo corrected a typographical error in the last paragraph of her report, in which the word "no" should be inserted between the words "since" and "deed" to read: "In this regard, since no deed of conveyance has been issued to the above applicant, it is hereby recommended that appropriate action be issued." She also identified her signature and the signature of Engr. Ludivina Aromin appearing on the sketch plan (Exh. XL[202]) showing that the land claimed by the Barques is 5639.59 meters from the lot claimed by the Manahans

---

[200] CA *rollo,* Vol. IV, p. 1001.

[201] TSN, November 18, 2009 p.m., pp. 31-132 (CA *rollo,* Vol. X, pp. 6894-6992).

[202] CA *rollo,* Vol. IX, p. 4820.

Supreme Court E-Library

based on the tie line; the tie line of Lot 823 of the Manahans is only 4,097.40, while the tie line of the Barques is 9,736.60.[203]

When confronted with the discrepancy in her computation based on the tie lines of Lot 823-A and Lot 823-B appearing on the technical description on TCT No. 210177, Evelyn Celzo said that they have copies of titles in their office and she could not make a decision whether it is the same title being shown to her by counsel (Atty. Carao, Jr.). Responding to clarificatory questions from the court, Evelyn Celzo admitted that she was not able to obtain information as to whether there are other claimants over Lot 823 aside from the Manahans and her investigation report was based on her ocular inspection of Lot 823 and research at the LMB. From her research in the LMB, she was not able to obtain information on whether or not there are other claimants of Lot 823 of the Piedad Estate.[204]

Teresita J. Reyes, who retired on July 14, 2009, was formerly OIC-Assistant Chief, RMD, LMB declared in her Judicial Affidavit that Exh. 1 of the Barques is not in the records of the LMB and that no Deed of Conveyance No. V-4562 and Sale Certificate No. V-321 issued to Emiliano Setosta mentioned in Exh. 1 is on file in the records of the LMB. These documents were instead issued to Paulino Bagalbal covering a parcel of land with an area of 1.1396 hectares, identified as Lot No. 1540-N of the Naic Friar Land Estate, located at Naic, Cavite, and forwarded to the Office of the Register of Deeds of Naic, Cavite, for registration and issuance of title. Her signature on the document (Deed of Conveyance No. 4562 in the name of Emiliano Setosta covering Lot 823) is a forgery. She identified her signature on the letter dated July 10, 2009 (Exh. XXXVIII[205]) addressed to Felicitas Manahan and confirmed the truth of its contents.[206]

---

[203] TSN, November 18, 2009, p.m., pp. 165, 175-186 (CA *rollo*, Vol. X, pp. 7023, 7032-7043).

[204] *Id.* at 187-196 (*Id.* at 7044-7053).

[205] CA *rollo,* Vol. VIII, p. 4100.

[206] *Id.* at 4107-4109; TSN, November 19, 2009 a.m., pp. 5-9 (CA *rollo,* Vol. X, pp. 7060-7064).

Supreme Court E-Library

On cross-examination, Teresita Reyes testified that a party requesting for a certified true copy of the records in the LMB had to file a written request which will be forwarded to the unit concerned and then to the Division. With respect to the records pertaining to friar lands, the sales registry books were decentralized to the regional offices of the bureau pursuant to Executive Order No. 292 issued in 1987. She did not know for sure what records were decentralized because she was assigned to the RMD only in 1997. She had been requested to authenticate or certify copies of records of Lot 823, Piedad Estate. However, she categorically denied that the signatures appearing on the certifications/ authentications of documents presented by the Barques (Exhs. 9, 10 and 25[207]), were her signature. The signature appearing in her affidavit is her genuine signature. The sales registry books in the regional office are copies of appropriate pages of the sales registry books in the main RMD. It is a very big and heavy book and is turned over to the regional offices. The RMD-LMB has an inventory of deeded books or lots subject of deeds of conveyance. *As for sales registry book, they no longer have it at the RMD*. Sales registry books contain the names of the claimants, the respective lot numbers and area, but the sale certificate itself would still be with the RMD in the file folders of particular lot number. Lot 823 of the Piedad Estate had several folders in the RMD. They also have a logbook listing the lots. If there is already a deed of conveyance, the records would be in a folder. These deeds of conveyance are not bound separately but are inside the folder of the particular lot number.[208]

Atty. Romeo C. Dela Cruz, counsel for the Manahans, testified in court and identified the letter dated July 4, 2009 (Exh. XXXV[209]) of Ignacio R. Almira Jr. addressed to him informing that the signatures appearing in Exh. 2 (Certification dated June 8, 2009 attesting that Deed of Conveyance record No. 4562 and Sale

---

[207] CA *rollo,* Vol. IV, pp. 912-914, 952.

[208] TSN, November 19, 2009 a.m., pp. 12-17, 33-48, 64-84 (CA *rollo,* Vol. X, pp. 7067-7072, 7088-7103, 7119-7139).

[209] CA *rollo,* Vol. VIII, p. 4097.

Supreme Court E-Library

Certificate No. V-321 covering Lot 823 in the name of Emiliano Setosta has available record in this office) and Exh. 30 (Certification dated April 13, 2009 attesting that Sale Certificate No. 511 in favor of Valentin Manahan (assignor) and Hilaria de Guzman (assignee) had no available record in this office) of the Barques are not his signatures.[210]

Aida R. Viloria-Magsipoc, NBI Forensic Chemist III, testified that the documents examined were submitted to the Forensic Chemistry Division from the LMB by Evelyn Celzo and the requesting party was Atty. Manuel Tacorda, Assistant Chief, Legal Division, LMB. She explained her findings in Chemistry Report No. C-99-152 (Exh. XXV[211]) on the following specimen documents: (1) Sale Certificate No. 1054 in the name of Regina Geronimo, Modesto Zacarias and Felicisimo Villanueva (Exh. XXV-A, front[212] and Exh. XXV-B,[213] back); (2) Assignment of Sale Certificate No. 1054 dated March 11, 1919 (Exh. XXV-F,[214] front and Exh. XXV-G,[215] back); (3) Assignment of Sale Certificate No. 1054 dated June 7, 1920 (Exh. XXV-J,[216] front and Exh. XXV-K,[217] back); (4) Assignment of Sale Certificate No. 1054 dated May 4, 1923 (Exh. XXV-N,[218] front and Exh. XXV-O,[219] back); (5) Sale Certificate No. 651 in the name of Ambrosio Berones (Exh. XXV-R,[220] front and Exh. XXV-S,[221]

---

[210] TSN, November 23, 2009 p.m., pp. 5-18 (CA *rollo*, Vol. XII, pp. 8359-8371).

[211] CA *rollo*, Vol. IV, p. 1062.

[212] CA *rollo*, Vol. IX, p. 4790.

[213] *Id.* at 4791.

[214] *Id.* at 4795.

[215] *Id.* at 4796.

[216] *Id.* at 4799.

[217] *Id.* at 4800.

[218] *Id.* at 4803.

[219] *Id.* at 4804.

[220] *Id.* at 4807.

[221] *Id.* at 4808.

back); and (6) Assignment of Sale Certificate No. 651 dated April 19, 1930 (Exh. XXV-T,[222] front and Exh. XXV-U,[223] back). The seventh document (Assignment of Sale Certificate No. 511 dated June 24, 1939) was used as the standard (Exh. XXV-V,[224] front and Exh. XXV-W,[225] back).[226]

Explaining the word "examinations" in her report, the witness said that first, they did an ocular examination. Visualization includes photography, viewing the documents under direct light, under UV light, under infrared (IR) light using the stereoscope; and then chemical examinations to determine the kind of paper or reaction of the paper, and the reaction of the ink strokes that are on the questioned documents. A stereoscope enables one (1) to view the whole sheet of paper by just tilting the mouse (macro viewing), whereas for the microscope, you could view just a very small portion. After examination over UV, IR and direct light examinations, chemical examination is done on a paper wherein punch holes are taken from the pieces or sides of the document. Only these physical and chemical examinations were done on the questioned documents.[227]

The following photographs taken of the questioned documents were also presented: Exh. XXV-C,[228] the front close-up of the tear on top of the page of Sale Certificate No. 1054; Exh. XXV-D,[229] front close-up of uneven browning and discoloration of paper (Sale Certificate No. 1054); Exh. XXV-E,[230] front page

---

[222] *Id.* at 4809.

[223] *Id.* at 4810.

[224] *Id.* at 4811.

[225] *Id.* at 4812.

[226] TSN, November 20, 2009 a.m., pp. 6-15, 25, 32-35, 46-50 (CA *rollo*, Vol. XII, pp. 8089-8098, 8109, 8116-8119, 8130-8134).

[227] *Id.* at 26-32 (*Id.* at 8110-8116).

[228] CA *rollo,* Vol. IX, p. 4792.

[229] *Id.* at 4793.

[230] *Id.* at 4794.

Supreme Court E-Library

browning and discoloration of tears and creases along the edges of document (Sale Certificate No. 1054); Exh. XXV-F,[231] front of the Assignment of Sale Certificate No. 1054 dated March 11, 1919; Exh. XXV-G,[232] back portion of Assignment of Sale Certificate dated March 11, 1919; Exh. XXV-H[233], showing the staple wire marks that are clear and firm (Assignment of Sale Certificate No. 1054 dated March 11, 1919); Exh. XXV-I,[234] showing the aniline (violet) stamp pad ink entries that are clear and distinct (Assignment of Sale Certificate No. 1054 dated March 11, 1919); Exh. XXV-L,[235] showing the aniline (violet) stamp pad ink entries that are clear and distinct with handwritten entries and signatures in blue, blue-black, black *ballpoint pen ink* and *sign pen ink* (Assignment of Sale Certificate No. 1054 dated June 7, 1920); Exh. XXV-M,[236] showing the aniline (violet) stamp pad ink entries that are clear and distinct with handwritten entries and signatures in black *ballpoint pen ink, sign pen ink* (Assignment of Sale Certificate No. 1054 dated June 7, 1920); Exh. XXV-P,[237] showing the adhesive tape used to hold tears or cuts, uneven brown discoloration (Assignment of Sale Certificate No. 1054 dated May 4, 1923); Exh. XXV-Q,[238] showing the sharply cut line along letter/s and a distinct scratch/tear along the loop of the signature (Assignment of Sale Certificate No. 1054 dated May 4, 1923); Exh. XXV-X,[239] showing close-up portions of Assignment of Sale Certificate No. 511 dated June 24, 1939; Exh. XXV-Y,[240] standard brown even discoloration of Assignment of Sale Certificate No. 511 dated June 24, 1939;

[231] *Id.* at 4795.

[232] *Id.* at 4796.

[233] *Id.* at 4797.

[234] *Id.* at 4798.

[235] *Id.* at 4801.

[236] *Id.* at 4802.

[237] *Id.* at 4805.

[238] *Id.* at 4806.

[239] *Id.* at 4813.

[240] *Id.* at 4814.

Exh. XXV-Z,[241] standard brown even discoloration of Assignment of Sale Certificate No. 511 dated June 24, 1939; Exh. XXV-AA,[242] water mark on Assignment of Sale Certificate No. 511 dated June 24, 1939; and Exh. XXV-BB,[243] water mark on Assignment of Sale Certificate No. 511 dated June 24, 1939.

On the particular findings in her report,[244] the witness testified that "printed entries on all the documents showed similarities but differ in font size." The font size would indicate if there were insertions or corrections that have been made on the typewritten entries on the document. Next, the typescript entries are clear/distinct/uniform especially on specimens 5 (Sale Certificate No. 651 dated January 8, 1913) and 6 (Assignment of Sale Certificate No. 651 dated April 19, 1930), which indicates that both documents could have been done at the same time. Finding No. 3 states that "Folds on specimens 1 to 4 are irregular and inconsistent while on specimen 5 and 6 folds across show whiteness in color indicating that they are recent." The irregular folds on the first four (4) documents would indicate that these documents could not be that old. Finding No. 5 states that "Adhesive tapes used to hold tear/s or cut/s are placed on areas even without apparent tear but only a fold or a crease," from which it can be concluded that the tape was just placed over to show that the document is old, even if it is not so. Finding No. 6 refers to "punch holes and staple wire marks are clean and firm which could be attributed to its being recent," which are found in Exhs. XXV-C, XXV-H, XXV-U, XXV-T, XXV-S and XXV-R. If the documents were bound by staple wires, they could have aged and there should already be iron residue that adhered to the paper. On Finding No. 7, it states that "Aniline (violet) stamp pad ink entries are clear/distinct with handwritten entries in Blue/ Blue-Black BALLPOINT PEN INK and SIGN PEN INK. Age of BALLPOINT PEN INK could not be determined." The witness pointed out that ball point pen inks were commercially

---

[241] *Id.* at 4815.

[242] *Id.* at 4816.

[243] *Id.* at 4817.

[244] CA *rollo,* Vol. IV, p. 1062.

Supreme Court E-Library

manufactured after World War II, around 1945. In 1919, 1920, 1923 and 1930, there were no ball point pens yet at the time. This fact indicates the documents could have been executed after 1945. Finding No. 8 states that "The notarial dry seal of the notary public is clear and firm on specimen 2, 5 and 6," which pertains to Assignment of Sale Certificate No. 1054 dated March 11, 1919, Sale Certificate No. 651 in the name of Ambrosio Berones and Assignment of Sale Certificate No. 651. Under Finding No. 9, it was observed that "[T]he browning and discoloration of the documents are uneven and whitening are very prominent even on its sides/areas which are supposedly exposed during storage." This is notably shown on the close-up photo of Exh. XXV-C wherein the edge, the uppermost edge of the document is very very white and clear, and even on the tear that was allegedly torn because of age, it is even clearer than in the inner portion of the document. Uneven discoloration from the edges to the center of the document would indicate that they are not as old as they purport to be; hence they are spurious. Finding No. 10 refers to specimen 2 (Assignment of Sale Certificate No. 1054 dated March 11, 1919) and specimen 3 (Assignment of Sale Certificate No. 1054 dated June 7, 1920) – "A signature of an assignor/assignee on specimen number 2 showed a sharply cut line along the letter/s and distinct 'scratch/ tear' appear along the loop of the signature of one (1) witness on specimen 3 with an adhesive attached to make it firm." The witness noted there are cuts along the line of the ink entries of the signature (Exhs. XXV-I, XXV-J), which are mechanical in nature; a sharp instrument was used to cut a portion of the ink in the signature, to make an impression that the document has aged already. Finding No. 11 states that "[I]nsect bites/tears are superficial in nature especially on specimen 5 (Sale Certificate No. 651 in the name of Ambrosio Berones) and 6 (Assignment of Sale Certificate No. 651 dated April 19, 1930). The witness explained that as paper ages, even in storages, its edges would have insects or mites, insect bites or cuts; in this case, those appear to have been artificially placed on the edges. Finally, on Finding No. 12, it was noted that "[A]ttached/adhering torn sheet/s at the center/topmost portion/back of specimen 2 and on the upper left hand corner of specimen 3 are lighter in color

than the document itself." Again, an indication that the documents are not as old as they purport to be and therefore spurious.[245]

In contrast, the standard document (Assignment of Sale Certificate No. 511 dated June 24, 1939) was found to have "showed natural aging and discoloration of paper"; it also exhibited a "water mark which is distinct under transmitted light"; "the adhesive tapes were attached along creases and tears"; and "the paper did not exhibit the characteristics which were observed on the questioned documents." The witness thus concluded that Exh. XXV-V and XXV-W is authentic and as old as the date indicated therein. The witness denied having been influenced by anybody in arriving at these findings.[246]

On cross-examination, Ms. Viloria-Magsipoc admitted that while she had attended a training course for questioned documents, she has not done any work under the Questioned Documents Division. This case was assigned to her by the Chief of the Forensic Chemistry Division and it took her about thirty (30) working days to finish the work. Regarding handwritten entries in ballpoint pen ink, she had read an article in the New Encyclopedia Britannica stating that ballpoint pens came in the late 19th century, and that commercial models appeared in 1895. There is no known method in chemistry to determine the age of ballpen writing. Paper chromatography and thin layer chromatography methods were used only in determining whether the ink was ballpen ink, fountain pen, sign pen and other ink entries. The LMB chose specimen No. 7 (Assignment of Sale Certificate No. 511 dated June 24, 1939) as the reference standard, while specimens 1 to 6 are the questioned documents. She did a comparative analysis of papers and went to the National Library to look at documents which are 5 to 10 years prior to a particular date and 5 to 10 years after said date.[247]

---

[245] TSN, November 20, 2009 a.m., pp. 51-89 (CA *rollo*, Vol. XII, pp. 8135-8173).

[246] *Id.* at 89-92 (*Id.* at 8173-8176).

[247] TSN, November 25, 2009 p.m., pp. 6-9, 14-19, 33-39, 57-59, 62-69, 91-96 (CA *rollo*, Vol. XIII, pp. 8992-8995, 9000-9005, 9019-9025, 9043-9045, 9048-9055, 9077-9082).

Supreme Court E-Library

The witness declared that when she went to the National Archives, she did not see a copy of the following documents: Sale Certificate No. 1054; Assignment of Sale Certificate No. 1054 dated March 11, 1919; Assignment of Sale Certificate No. 1054 dated June 7, 1920; Assignment of Sale Certificate No. 1054 dated May 4, 1923; Sale Certificate No. 651 in the name of Ambrosio Berones; and Assignment of Sale Certificate No. 651 dated April 19, 1930. Chromatologic analysis was used in this case to determine whether the entries in the questioned documents were written in ballpoint pen ink. She opined that it was possible that tears and creases along the edges of the subject documents are mechanical in nature. As to punch holes and staple wires, these are used to determine the characteristic of paper so that if the marks and holes are clean and clear, they were made recently, regardless of whether the paper is old or new. The marks of staple wire or puncher on a recent document are different from those on an old document. A recently stapled or punched paper has a "very, very firm" impression while an old document would have some tear or a reaction of the mechanical impression, or the hair fiber would be flaky already because of the brittleness of the paper. However, the preservation of paper may be affected by storage conditions and a very old paper can be well-preserved, such that even if created in 1911, it could survive without any insect bites. As to the quality of the impression made by dry seals, it depends on the quality of the seals, the force exerted on the seal lever when the seal is being pressed on paper, and the quality of the paper itself. The discoloration of documents is caused by the reaction of paper to air, as well as to dust and exposure to strong light. It is possible that the torn portions of the document, which were lighter in color than the document itself, were separated or folded in such a way that they were less exposed than the rest of the documents before they were re-attached. Specimen No. 7 does not bear any stamp mark of the LMB-RMD.[248]

On redirect examination, Ms. Viloria-Magsipoc pointed out that ball point pens were commercially used in the Philippines

[248] *Id.* at 91-95, 103-107, 110-131, 135, 142-151 (*Id.* at 9077-9081, 9089-9093, 9096-9117, 9121, 9128-9138).

Supreme Court E-Library

in 1953; sign pens came later in the early 60s. She had used paper and thin layer chromatography of the questioned documents in determining the ink entries. Ink strokes are taken from the handwritten entries and they are spotted on a chromatographic plate both in paper and thin layer of silica gel. It is allowed to be diluted to a solvent system and the results would be a chromatogram that would indicate what dyes or what kind of ink is on the ink stroke that is being analyzed. After the chemical examination, she found that the handwritten entries in the questioned documents were all in ballpoint pen ink and sign pen ink. Ballpoint pens and sign pens were not yet commercially used at the time the documents were supposedly executed. She affirmed the findings contained in her Chemistry Report No. C-99-152 (Exh. XXV) and also her conclusion that the questioned documents were not as old as they purport to be. No water marks were found on the documents presented by the Manotoks which she had examined.[249]

Responding to clarificatory questions from the court, the witness declared that water marks on documents would indicate the possible manufacturing date of the paper. Water mark that is on the manufacturer of the paper is different from the water mark being placed on those government paper for official use only. In determining the possible age of the paper, she had used both physical and chemical examination. Because of their characteristics, she was able to conclude that the questioned documents are of recent paper and they could not have possibly been executed on the dates indicated. As to carbon dating, the witness declared that the NBI does not have carbon dating. Recent document means 10 years or less. As to type of paper, she said that bond paper was used in the questioned documents; she does not know the exact date when bond paper was introduced in the Philippines.[250]

As sur-rebuttal evidence, the Manahans presented the affidavit/deposition of Rosendo Manahan, Atty. Richie Q. Caranto, Jacinto Ramos de Guzman and Felix S. Javier.

---

[249] *Id.* at 153-154, 177-187 (*Id.* at 9139-9140, 9163-9173).

[250] *Id.* at 194-212 (*Id.* at 9180-9198).

Supreme Court E-Library

Rosendo Manahan in his Judicial Affidavit dated January 5, 2010, declared that the statement made by Milagros Manotok-Dormido in her Rebuttal Judicial Affidavit that Valentin Manahan could not have caused the survey of Lot 823 in 1938 and executed the Deed of Assignment of Sale Certificate No. 511 in favor of Hilaria de Guzman on June 24, 1939 because Valentin Manahan died on September 21, 1931 is *not correct.* He asserted that Valentin Manahan died on February 5, 1955 as shown by the Certification dated December 11, 2009 issued by the Office of the Civil Registrar of Malolos City, Bulacan (Exh. XLIV[251]). On the certificates of death submitted by Milagros Manotok-Dormido, he explained that the Valentin Manahan mentioned in those documents is not the same Valentin Manahan who was his grandfather, but just a namesake. His grandfather Valentin Manahan was born on May 21, 1890 whose parents were Luis Manahan and Rita Giron. These facts are shown by the certified *Partida de Bautismo* issued by Rev. Fr. Arsenio C. Reyes, Parish Priest of the Barasoain Parish dated June 24, 1949 (Exh. XLV).[252] Valentin Manahan's residence at the time he died was Bulihan, Malolos, Bulacan. He was married to Placida Figueroa as shown by the certified *Partida de Bautismo* of his son Lucio Manahan issued on November 5, 1945 by the Parish Priest of the Iglesia Catolica Apostolica Romana in Barasoain, Malolos, Bulacan (Exh. XLVI[253]). The Valentin Manahan subject of the Certificates of Death (Exhs. 61 and 102) was married to Francisca Lucas and was residing at Guinhawa, Malolos, Bulacan at the time of his death as shown in Manotoks' Exhs. 61/102.[254]

Rosendo Manahan said that he tried to get a certificate of death from the Parish of Our Lady of Mt. Carmel but half-page of pages 147 and 148, Book IV of their *Liber Defunctorum* in which the death of his grandfather is supposedly entered/recorded, were torn off and missing after Milagros Manotok-Dormido

---

[251] CA *rollo,* Vol. XV, p. 10544.

[252] *Id.* at 10545.

[253] *Id.* at 10546.

[254] *Id.* at 10534-10535.

Supreme Court E-Library

borrowed it. This was the information relayed to him by the custodian of the parish records, Felix Javier. Felix Javier told him he was surprised when Milagros, who borrowed the book as she wanted to photocopy some pages thereof, returned it with the half of pages 147 and 148 already missing. The missing pages cover deaths during the period January 26 to February 16, 1955, as evident in the remaining half-pages 147 and 148 (Exhs. XLVII, XLVII-A and XLVII-B[255]). He also went to the Roman Catholic Cemetery of Malolos City to look at the tombstone (*lapida*) of his grandfather Valentin Manahan and see the date of his death inscribed thereon. However, the tombstone was freshly vandalized; the date of his death and middle initial of his wife Placida Figueroa Manahan were chiselled off, which he had photographed (Exhs. XLII and XLIII[256]). It was Milagros Manotok-Dormido and her brother who went to Felix Javier, the parish records custodian, and Emilio V. Pangindian, Jr. the *sepulturero* of the Roman Catholic Cemetery of Malolos City and inquired about the tomb of the Manahan family. Emilio V. Pangindian, Jr. executed an Affidavit (Exh. XLVIII[257]) in support of this fact. As to the certificate of death (Exhs. 108 and 109) showing that he died on July 30, 1963 at age 20, he declared that it was a mistake since it was his brother Clodualdo de Guzman who died on July 30, 1963 at age 20 but his uncle, Jacinto de Guzman, erred in reporting the matter to the Local Civil Registrar as shown by his Affidavit (Exh. XLIX[258]). To prove that he is still alive, he submitted copies of his Philippine passport issued to him on December 12, 2006 (Exh. L[259]), US Visa issued to him on February 20, 2007 (Exh. LI[260]), BIR Tax Identification Card (Exh. LII[261]), Driver's License issued by

---

[255] *Id.* at 10547-10549.

[256] CA *rollo,* Vol. XII, pp. 8639-8640.

[257] CA *rollo,* Vol. XV, p. 10550.

[258] *Id.* at 10551-10553.

[259] *Id.* at 10554.

[260] *Id.* at 10555.

[261] *Id.* at 10556.

Supreme Court E-Library

the Land Transportation Office to expire on March 1, 2011 (Exh. LIII[262]), and Firearm License Card issued on April 2, 2009 by the PNP Firearm Explosives Unit (Exh. LIV[263]).[264]

Rosendo Manahan further declared that the claim of Milagros Manotok-Dormido that she was able to obtain a copy of Sale Certificate No. 1054 from the LMB is contradicted by the testimonies of former DENR Undersecretary Roseller dela Peña, Evelyn dela Rosa Celzo and Atty. Fe T. Tuanda. As to Deed of Conveyance No. 4562 (Exh. 44-Barques), it is a spurious document like Deed of Conveyance No. 4562 marked as Exh. 1 in the Barques' Pre-Trial Brief, for the simple reason that the documents have the same number but different dates and varying details issued by the Bureau of Lands for the same lot and in favor of the same party (Emiliano Setosta). Upon verification with LMB, said office replied to her wife that they do not have Exh. 44 on their files and that Deed of Conveyance No. 4562 was issued to Paulino Bigalbal on June 28, 1955 covering a 1.1396-hectare land identified as Lot No. 1540-N of the Naic Friar Land Estate (Exhs. LV and LVI[265]). He denied having commissioned Engr. Mariano V. Flotildes (rebuttal witness of the Barques) to conduct a relocation survey for him and his wife. Contrary to the assertions of Milagros Manotok-Dormido, his wife has not secured a tax declaration and title over Lot 823 nor filed a petition for reconstitution of title.[266]

Jacinto Ramos de Guzman identified Rosendo Manahan as his nephew during the taking of deposition and his Judicial Affidavit dated December 14, 2009 wherein he declared that Hilaria de Guzman who is now deceased, is his sister and the wife of Lucio Manahan who is also now deceased. His sister is not married to Jose Cruz. Rosendo Manahan who is still alive is the son of his sister Hilaria de Guzman and Lucio

---

[262] *Id*.

[263] *Id.*

[264] *Id.* at 10534-10537.

[265] *Id.* at 10557-10558.

[266] *Id.* at 10538-10542.

Supreme Court E-Library

Manahan. The children of his sister other than Maria are, namely: Clodualdo, Flaviana and Leonarda (all deceased). Rosendo Manahan is married to Felicitas B. Manahan. He explained the mistake in the Certificate of Death (Exh 56- Manotoks) saying he was dizzy for lack of sleep attending to the wake of Clodualdo and he was confused about the names of his nephews that he committed an honest mistake in reporting that Rosendo de Guzman died on July 30, 1963 instead of Clodualdo.[267] On cross-examination, he said that Clodualdo had been ill for more or less one (1) year (tuberculosis) and he took care of him before his death. Clodualdo was buried the following day after his death.[268]

Atty. Richie Q. Caranto, in his Judicial Affidavit declared that at about 2:15 in the afternoon of December 10, 2009, he stepped out of the hearing room to call their office messenger. A few minutes later, Atty. Roberto San Juan, counsel of the Manotoks, came out and the latter did not notice him because his view was blocked by the Court Security. He then overheard Atty. San Juan who called a person whose name sounded like "Din." Atty. San Juan and the person he called talked about documents; Atty. San Juan told "Din" that the findings should be that the writings in the documents were written in fountain pen ink and not ballpoint pen ink. Atty. San Juan told "Din" not to make a categorical statement in the report but just state therein that ballpoint pen was already existing for commercial use as early as 1895. When Atty. San Juan saw him, he noticed that he toned down his voice and told "Din" to state his findings and recommendations in the report. He was five (5) meters away from Atty. San Juan during the incident and thereafter, he went inside the hearing room and relayed what he heard to Solicitor Omar Diaz who was sitting in the last row near the door.[269]

---

[267] CA *rollo*, Vol. XII, pp. 8458-8463; CA *rollo*, Vol. XV, pp. 10552-10553.

[268] *Id.* at 8464-8465.

[269] *Id.* at 8380-8382.

Supreme Court E-Library

Felix S. Javier, undersecretary of Parish of Our Lady of Mt. Carmel residing at Barasoain Church, Malolos, Bulacan, identified Milagros Manotok-Dormido during the taking of the deposition. He also identified two (2) pictures shown to him by Mr. Manahan taken of the tombstone that was vandalized (Exhs. XLII and XLIII). He admitted that he has no knowledge as to whether it is the same Valentin who died in 1931; that is recorded in the books of the parish.[270]

Other documents formally offered by the Manahans are the following: Exh. I – Certified copy of the Petition dated November 25, 1998 for the cancellation of Manotoks' TCT No. RT-22481 (372302) filed by Felicitas B. Manahan with the OSG;[271] Exh. II – Certified photocopy of the letter dated December 3, 1998 of Cecilio O. Estoesta, Assistant Solicitor General, to the Director of LMB referring the petition filed by Felicitas Manahan for investigation, report and recommendation;[272] Exh. V - Letter dated January 21, 2005 of Concordia D. Zuñiga, Director, LMB to LRA Deputy Administrator Ofelia E. Abueg-Sta. Maria attesting to the authenticity of Deed of Conveyance No. V-200022 covering Lot 823 issued in favor of Felicitas Manahan on October 30, 2000, and further stating that "[t]he subject deed of conveyance does not contain the signature of then DENR Secretary Antonio Cerilles, because during the incumbency of Director Ernesto Adobo, Jr., the Director of Lands was the one (1) approving the issuance of deed of conveyance over friar lands pursuant to General Memorandum Order No. 1, series of 1977";[273] Exh. IX – Certified photocopy of the original of Real Property Tax Bill Receipt No. G-No. 712650 issued to Felicitas Manahan in 1989 by the Office of the Treasurer of Quezon City for payment of property tax covering Lot 823 for the year 1990-1991;[274] Exh. XII – Certified photocopy of letter-reply dated November 16, 1998 of Director Manuel D.

---

[270] *Id.* at 8467-8477.

[271] CA *rollo,* Vol. IV, pp. 991-995.

[272] *Id.* at 996.

[273] *Id.* at 999.

[274] *Id.* at 1003.

Supreme Court E-Library

Gerochi, LMB, to Felicitas Manahan stating that per verification of their records, Lot 823 of Piedad Estate is not available in their file but which verification "must not be construed as a confirmation that the said lot is still vacant or open for disposition/ sale to any person as title thereto might have already been obtained" and further advising that "a verification be made to the DENR-CENR Office and to the Register of Deeds concerned to avoid any confusion as to the present status of the said lot";[275] Exh. XIII – Certified copy of 1st Indorsement dated February 23, 1999 from Mamerto L. Infante, Regional Technical Director, Lands Sector, DENR-NCR forwarding to the LMB Director "the only available records in our office of Lot 823, Fls-3164, Piedad Estate";[276] Exh. XIV – Certified photocopy of the 2nd Indorsement dated March 26, 1999 from Mamerto L. Infante, Regional Technical Director, Lands Sector, DENR-NCR to the Director of LMB transmitting additional documents in connection with the investigation by Engr. Evelyn Celzo of Lot 823, Piedad Estate;[277] Exh. XX – Certified photocopy of the letter dated December 13, 2000 of Ernesto D. Adobo, Jr., OIC-Director, LMB to the Register of Deeds of Quezon City, forwarding Deed of Conveyance No. V-200022 in the name of Felicitas Manahan for registration and issuance of certificate of title to Felicitas Manahan covering Lot 823 of Piedad Estate;[278] Exh. XXII – Certified true copy of truncated TCT No. 22813 issued by the Register of Deeds, Province of Rizal with notation "Cancelled See TCT No. 634";[279] Exh. XXIII – Certified true copy of TCT No. 634 dated September 17, 1946 which is offered to prove that TCT No. 634 is in the name of Enrique Miguel, married to Rosario Tech and covers a land in Pasig with an area of 428 square meters[280]; Exh. XXIV - Original of Certification dated January 10, 2000 issued by Atty. Roberto B. Salcedo,

[275] *Id.* at 1007.

[276] *Id.* at 1008.

[277] *Id.* at 1013-1017.

[278] *Id.* at 1048.

[279] *Id.* at 1059.

[280] *Id.* at 1060.

Supreme Court E-Library

Deputy Register of Deeds of Rizal stating that "after a thorough verification from the files of this office, it appears that the document/s leading to the issuance of TCT No. 22813, Book T-92 (Pre-War Title) *can no longer be found from the files of this office as of this date*";[281] Exh. XXX – photocopy of 1st Indorsement dated August 23, 2006 of Marco A. Castro, Acting Chief, LRA Land Projection Section referring to the Chief, Legal Division, LRA, Deed of Conveyance No. V-200022 of Felicitas Manahan and TCT No. 210177, and stating that the deed of conveyance is covered by Consulta No. 2282, and that "when said Deed of Conveyance was plotted in our Municipal Index Map thru its tie line, was found to be previously plotted under TCT No. 372302, while TCT No. 210177 when plotted thru its tie line falls outside Quezon City";[282] Exh. XXXII - photocopy of the Bureau of Lands' transmittal of Survey Records (decentralizing of records) showing that Accession No. 410436 which the Barques claimed as the accession number of their Fls-3168-D is in the name of Nicolas Apo, *et al.*;[283] Exh. XXXIII – Original of the letter dated October 3, 2005 of DENR-NCR OIC Regional Technical Director, Land Management Services informing that copy of *approved* Fls-3168-D is not on file in the Technical Records Section, Land Management Services, DENR-NCR, and what is on file is only a *photocopy* of Plan Fls-3168-D covering Lot 823 of the Piedad Estate which is not a duly certified one (1);[284] Exh. XXXV – Letter dated July 4, 2009 of Ignacio R. Almira, Jr., Chief, Regional Surveys Division stating that the Certifications dated June 8, 2009 and April 13, 2009 stating that DENR-NCR has available record of Deed of Conveyance Record No. 4562 and Sale Certificate No. V-321 and no available record of Sale Certificate No. 511 in the name of Valentin Manahan (assignor) and Hilaria de Guzman (assignee) were *not* issued by the LMB and the signatures appearing thereon

---

[281] *Id.* at 1061.

[282] *Id.* at 1071.

[283] *Id.* at 1073.

[284] *Id.* at 1074.

are not the signatures of Ignacio R. Almira, Jr.;[285] Exh. XXXVI – Letter dated June 22, 2009 of Engr. Fernando R. Verbo, OIC-Chief, Geodetic Survey Division, LMB, to Atty. Manuel Abrogar, stating that Fls-3168-D is not listed in the EDP listing;[286] and Exh. XXXVII - Photocopy of Sale Certificate No. 511 dated June 24, 1913 offered as secondary evidence to prove that Valentin Manahan was issued Sale Certificate No. 511 covering Lot 823 of the Piedad Estate on June 24, 1913.[287]

CA Findings

Examining the entire evidence on record, the CA found that none of the parties were able to prove a valid alienation of Lot 823 of Piedad Estate from the government in accordance with the provisions of Act No. 1120 otherwise known as the "Friar Lands Act". Notably lacking in the deed of conveyance of the Manotoks is the approval of the Secretary of Agriculture and Commerce as required by Section 18 of the said law. Upon close scrutiny, the factual allegations and voluminous documentary exhibits relating to the purchase of Lot 823 by the predecessors-in-interest of the claimants revealed badges of fraud and irregularity.

Manotoks' Claim

In our Resolution promulgated on December 18, 2008, the Court already made initial observations when we re-evaluated the points raised against the Manotok title and found these to be serious enough, thus*:*

> ...The apparent flaws in the Manotoks' claim are considerable and disturbing enough. The Court, as the ultimate citadel of justice and legitimacy, is a guardian of the integrity of the land registration system of the Philippines. We will be derelict in our duty if we remain silent on the apparent defects of the Manotok title, reflective as they are of a scourge this Court is dedicated to eliminate.
>
> Many of these flaws have especially emerged through the petition-for-intervention of Felicitas and Rosendo Manahan, whom we have

---

[285] CA *rollo*, Vol. VIII, p. 4097.

[286] *Id.* at 4098.

[287] *Id.* at 4099.

Supreme Court E-Library

allowed to intervene in these cases. The Manahans had filed a petition with the OSG seeking that it initiate cancellation/reversion proceedings against the Manotok title. That petition was referred by the OSG to the LMB of the DENR, which duly investigated the claim of the Manahans. The Chief of the Legal Division of the LMB recommended that the appropriate proceedings be taken in the proper court for the cancellation of the Manotok title, through a Memorandum dated 17 April 2000.

Around the same time, the LMB referred to the DENR Undersecretary for Legal Affairs Roseller S. dela Peña a query on whether a deed of conveyance could be issued to Felicitas Manahan. The DENR Undersecretary, in answering that query through a Memorandum dated 6 July 2000, pointed out that **the titles of the Manotoks could not have been derived from OCT No. 614, the mother title of Lot 823 of the Piedad Estate.** The chain of transfers leading from OCT No. 614 to the Manotok title was a TCT No. 22813, purportedly issued by the Office of the Register of Deeds for the Province of Rizal. **The copy of said TCT No. 22813 submitted to the Court is truncated in the upper half, to the point that it is not visually discernible what year the same was issued. More crucially, a certification was issued by the Register of Deeds of Rizal dated 7 January 2000 stating thus:**

> "After a thorough verification from the files of this Office, it appears that *the documents leading to the issuance of TCT No. 22813, Blk. T-92 cannot be found from the files of this Office."*

These findings were twice verified with due diligence and reconfirmed by the DENR, according to Undersecretary Dela Peña.

The DENR also requested the assistance of the National Bureau of Investigation (NBI) in conducting the said investigation. The NBI examined various sales certificates and assignment of sales certificates in the names of the purported predecessors-in-interest of the Manotoks Regina Geronimo, Modesto Zacarias, and Felicisimo Villanueva – certificates that were all dated prior to 1930. In its Chemistry Report No. C-99-152 dated 10 June 1999, the Forensic Chemistry Division of the NBI concluded that the said documents "could not be as old as it *(sic)* purports to be."

xxx xxx xxx

Supreme Court E-Library

Also on record is an Investigation Report on Lot No. 823 of the Piedad Estate dated 5 July 1989, authored by Evelyn C. dela Rosa, Land Investigator of the Community Environment and Natural Resources Office (CENRO), NCR-North Sector and addressed to the CENRO Officer, North CENRO. It was narrated therein that Lot No. 823 had actually been in the possession of a Valentin Manahan beginning in 1908. In 1939, Valentin Manahan applied for the purchase of the land, and he was issued Sales Certificate No. 511. The Investigation Report stated:

> "Records show that the Sale Certificate No. 511 covering Lot 823, Piedad Estate, was issued to Valentin Manahan as purchaser and transferred to Hilaria de Guzman Manahan as (Assignee) and sold to Felicitas Manahan by way of Deed of Absolute Sale dated August 23, 1974. *Based on my research at the Land Management Bureau (LMB), Central Office, it appears that original claimant of lot 823 was Valentin Manahan.*"

All told, these apparent problems with the Manotoks' claim dissuade us from being simply content in reflexively dismissing the administrative petition for reconstitution filed by the Barques. Indeed, we have to take further action.[288]

But since the Court recognized there was yet no sufficient evidence to warrant the annulment of the Manotok title, the case had to be remanded to the CA for further reception of evidence for the Manotoks, as well as the Barques and Manahans, to prove a valid acquisition from the Government of Lot No. 823.

Evaluating the documentary and testimonial evidence adduced by the Manotoks, the CA concluded that they still failed to establish a valid claim over Lot 823. It cited the finding of the NBI Forensic Chemistry Division that the result of the chemical analysis of the documents of Assignment of Sale Certificate No. 1054 dated March 11, 1919, June 7, 1920, May 4, 1923 and April 19, 1930 executed by the original claimants of Lot 823 in favor of Severino Manotok showed they were not really as old as they purport to be considering that (1) the handwritten entries were found to be made in ballpoint pen and sign pen inks, which were not yet commercially available in the

---

[288] *Manotok IV v. Heirs of Homer L. Barque*, *supra* note 1, at 502-504.

Supreme Court E-Library

Philippines until 1953 and 1965; and (2) the physical signs in the paper itself such as the uneven discoloration, artificial tears on the edges to make the document appear much older, and other tell-tale marks on the punch and staple wire holes. To contradict the findings of NBI Chemist Magsipoc, the Manotoks presented Dr. Sorra of the PNP Crime Laboratory who testified that she examined the questioned documents of the Manotoks and found them to be genuine and authentic. The CA, however, found Dr. Sorra's opinion of less probative value as it was based merely on the physical appearance of the questioned documents, and she did not subject these to chemical analysis or other more reliable procedures.[289]

The most fatal defect stressed by the CA in its Commissioners' Report is the lack of signature of the Chief of the Bureau of Public Lands (now Director of Lands) on Sale Certificate No. 1054 and approval by the Secretary of Interior/Agriculture and Commerce on the Manotoks' Sale Certificate No. 1054 and Deed of Conveyance No. 29204, as required under Act No. 1120. For being null and void *ab initio*, Sale Certificate No. 1054 cannot thus be the source of any legal right over Lot 823 and no valid transfer or assignment could have been made by the original claimants in favor of Severino Manotok. The CA found that the Manotoks' documentary evidence even showed a discrepancy since the Assignment of Sale Certificate No. 1054 marked as Exhs. 11, 12 and 13 showed a signature at the dorsal portion above the printed words "Director of Lands", but such signature is absent in the supposedly certified true copies obtained from the National Archives (Supplemental offer of Rebuttal Evidence, Exhs. 142, 143 and 144).[290] As to Manotoks' longtime possession evidenced by tax declarations, tax receipts and buildings constructed on the land as early as 1933, the CA considered these immaterial, the property being friar land which forms part of the State's patrimonial property.

---

[289] CA Commissioners' Report, pp. 188-189.

[290] *Id.* at 186-188.

Supreme Court E-Library

Barques' Claim

With the admission made by Teresita Barque-Hernandez that their Exh. 1[291] (certified true copy of Deed of Conveyance Record No. 4562 with Sale Certificate No. V-321) is a fake and spurious document, no legal right was acquired over Lot 823 by their predecessor-in-interest Emiliano Setosta who allegedly sold the lot to her father, Homer L. Barque. The CA noted that on its face, this document dated May 6, 1937 is spurious considering that while its heading indicated "Republic of the Philippines Department of Agriculture and Commerce" and the consideration for the conveyance in Japanese war notes, it is of judicial notice that the Republic of the Philippines was established only on July 4, 1946, and the identified owner of Piedad Estate should be "*Gobierno de las Islas Filipinas*" as stated in OCT No. 614. Moreover, Teresita J. Reyes, whose name appears in Exh. 1 as the officer who certified and verified the documents in the records of the LMB, denied that the signature appearing above her printed name was her signature.[292]

The Barques themselves realized their mistake in presenting Exh.1 and so they submitted another document, a photocopy of Deed of Conveyance No. 4562 dated January 25, 1938 (Exh. 44) with accompanying Certification dated 14 March 1997 (Exh. 43) of Amando V. Bangayan, Chief, LMB-RMD stating that the only available record on file with their office is the said Deed of Conveyance No. 4562 issued to Emiliano Setosta covering Lot 823 of Piedad Estate, Caloocan, Rizal.[293] The CA, however, gave scant weight to the aforesaid documents, particularly as the Deed of Conveyance No. 4562 lacks the approval of the Secretary of Agriculture and Commerce, thus:

...The veracity of the certification is seriously contradicted by the reply letter of Atty. Fe Tuanda (Exhibit LVI, Manahans) to the letter of Felicitas B. Manahan (Exhibit LV, Manahans). In her reply, Atty. Fe Tuanda, OIC, Records Management Division, LMB

[291] CA *rollo,* Vol. IV, p. 901.

[292] CA Commissioners' Report, pp. 193-194.

[293] CA *rollo,* Vol. IX, pp. 5419-5420.

Supreme Court E-Library

categorically declared that "xxx please be informed that according to our verification, this Office has no record/copy of the alleged Deed of Conveyance No. 4562 purportedly issued in the name of EMILIANO P. SETOSTA supposedly covering a parcel of land identified as Lot No. 823, Piedad Estate, Quezon City." *Atty. Fe Tuanda further declared that "(F)urther verification of our records shows that the Deed of Conveyance No. V-4562 was issued on June 28, 1955 in favor of PAULINO BIGALBAL covering a parcel of land situated in Naic, Cavite identified as Lot No. 1540-N, Naic Friar Land Estate containing an area of 1.1396 hectares, and the same was transmitted to the Register of Deeds of Cavite on July 13, 1955."* In his Judicial Affidavit dated July 17, 2009, *former DENR Undersecretary Roseller de la Peña declared that Deed of Conveyance Record No. 4562 and Sales Certificate No. V-321 are not in the records of the LMB and DENR.* Also, DENR-NCR Land Investigator Evelyn G. Celzo, declared in her Judicial Affidavit dated July 15, 2009, that she made a thorough research in the files of the Central Office of the LMB but did not find Sales Certificate No. V-321 and a Deed of Conveyance in the name of Emiliano Setosta. With the foregoing evidence seriously controverting the veracity of Exhibit 43, the BARQUES should have presented Amando Bangayan as a witness in Court to confirm the veracity of her certification. The accuracy of the certification should be confirmed by Amando Bangayan on the witness stand wherein the other parties would be given the opportunity to cross-examine him on the veracity of his certification. Also, it must be pointed out that the attachment to Exhibit 43 marked and offered as Exhibit 44 is a mere photocopy of the so-called "DEED No. 4562" which has no probative value. The Barques has not accounted for the original copy for them to be allowed to present a photocopy as secondary evidence. Curiously, Exhibit 44 refers to a photocopy of "DEED NO. 4562" which also appeared as "Deed No. 4562" in the left upper portion of the spurious document pre-marked as Exhibit 1 for the Barques and offered as Exhibit XLI for the Manahans. At any rate, *even if Exhibit 44 will be considered as a secondary evidence, the same is null and void ab initio for the same lacks the approval of the Secretary of Agriculture and Commerce as explicitly required by law*….[294] (Italics supplied.)

Aside from the absence of a valid deed of conveyance and/or sale certificate in the name of the Barques' predecessor-in-

[294] CA Commissioners' Report, pp. 196-197.

Supreme Court E-Library

interest, Emiliano Setosta, the basis for the issuance of TCT No. 210177 in the name of Homer L. Barque is further put seriously in doubt in view of the Barques' failure to prove the existence of Subdivision Plan Fls-3168-D duly authenticated by the Geodetic Surveys Division, LMB National Office. TCT No. 210177, purportedly a transfer from TCT No. 13900[295] — which title until now the Barques said they could no longer find a copy despite diligent search — is itself questionable, considering that TCT No. 13900 was not issued in the name of Emiliano Setosta but Manotok Realty, Inc.[296] We recall that the evidence of the Barques in support of their claim over Lot 823 was found by this Court to be "exceedingly weak", but which nonetheless was erroneously accorded credence by the First Division in its December 12, 2005 Decision. We quote from our Resolution dated December 18, 2008:

> The Barque title, or TCT No. 210177, under which the Barques assert title to Lot 823 of the Piedad Estate, states that it was transferred from TCT No. 13900. The Barques assert that they bought the subject property from a certain Setosta. Thus, it could be deduced that TCT No. 13900 should have been registered under the name of Setosta. However, it was not. *TCT No. 13900 was registered under the name of Manotok Realty, Inc.* This detracts from the Barques' claim that the Manotoks do not have title to the property, as in fact the Barque title was a transfer from a title registered under the name of the Manotoks. The Barques have failed to explain the anomaly.
>
> The Barques hinge their claim on a purported subdivision plan, FLS-3168-D, made in favor of Setosta. However, based on the records, it appears that there is a conflict as to its actual existence in the files of the government. Revelatory is the exchange of correspondence between the LMB and the LRA. The LMB did not have any copy of FLS-3168-D in the EDP listing, nor did the LMB have a record of the plan. However, a microfilm copy of FLS-3168-D was on file in the Technical Records and Statistical Section of the Department of Environment and Natural Resources – National Capital Region – (DENR-NCR). *The copy with the Technical Records and Statistical Section, which bore the stamp of the LMB, was denied by the LMB as having emanated from its office.*

---

[295] Exh. 18-Barques, CA *rollo,* Vol. IV, p. 926.

[296] Exh. 6-Manotoks, CA *rollo,* Vol. VII, pp. 3086-3087.

Supreme Court E-Library

Further, the letter dated 2 January 1997 from the LMB stated that the copy of FLS-3168-D as verified from its microfilm file was the same as the copy sent by the Technical Records and Statistics Section of the National Capital Region Lands Management Sector. *The LMB, however, denied issuing such letter and stated that it was a forged document*. To amplify the forged nature of the document, the LMB sent a detailed explanation to prove that it did not come from its office. In a letter to the administrator of the LRA, the hearing officer concluded that "it is evident that there is an attempt to mislead us into favorable action by submitting forged documents, hence it is recommended that this case [be] referred to the PARAC for investigation and filing of charges against perpetrators as envisioned by this office under your administration."

There are significant differences between the technical description of Lot 823 of the Piedad Estate as stated in FLS-3168-D, the subdivision plan relied on by the Barques, and the technical description provided by the DENR....

xxx xxx xxx

The Barques offered no credible explanation for the discrepancy... They also do not contradict the finding of the National Archives that *there is no copy in its files of the deed of sale allegedly executed between Setosta and Barque*.

Lastly, in the 1st Indorsement issued by the Land Projection Section of the LRA dated 23 August 2006, that Section stated that upon examination it was found out that *the land as described in the Barque title "when plotted thru its tie line falls outside Quezon City*." This is material, since Lot 823 of the Piedad Estate is within the boundaries of Quezon City. A similar finding was made by the Land Management Bureau (LMB). It attested that the line or directional azimuth of Lot No. 823 per the Barque title locates it at 5,889 meters away from point 1 of Lot No. 823 of the Piedad Estate.

These discrepancies highlight the error of the LRA and the Court of Appeals in acknowledging the right of the Barques to seek reconstitution of their purported Barque title. Even assuming that the petition for reconstitution should not have been dismissed due to the Manotok title, it is apparent that the Barques' claim of ownership is exceedingly weak.[297]

---

[297] *Manotok IV v. Heirs of Homer L. Barque*, *supra* note 1, at 500-502.

Supreme Court E-Library

The Barques' Exh. 6, Fls-3168-D dated June 21, 1940, contained a certification dated September 23, 1996 prepared by Romy A. Felipe that it is allegedly "the Microfilm enlargement of Fls-3168-D" with the signatures of Privadi J.G. Dalire and Carmelito Soriano.[298] However, Engr. Dalire, who served as Chief of the Geodetic Surveys Division of the LMB, DENR from 1988 to 1998, had earlier prepared a Report[299] and also executed an Affidavit dated November 18, 2006[300] setting forth the exchange of correspondence with the LRA relative to Fls-3168-D, and attesting that after having scrutinized all records while he was still Chief of the Geodetic Surveys Division, he found that no such Fls-3168-D exists. The pertinent portions of Engr. Dalire's affidavit stated:

xxx xxx xxx

Sometime in October 1996, when I was still Chief of the Geodetic Surveys Division of the LMB, I received a letter requesting a certified true copy of Subdivision Plan Fls-3168-D ("Fls-3168-D") in connection with the examination/verification of a petition for administrative reconstitution of TCT No. 210177 allegedly registered in the name of Homer L. Barque, Sr.

The letter came from Atty. Benjamin M. Bustos, who was then the Reconstituting Officer and Chief of the Reconstitution Division of the Land Registration Authority ("LRA").

A copy of Atty. Bustos's October 29, 2006 letter is attached as Annex A.

2. In my reply, I informed Atty. Bustos that the LMB has no record of Fls-3168-D.

A copy of my November 7, 1996 reply-letter is attached as Annex B.

Atty. Bustos later wrote me again, seeking clarification as to why the Land Management Services, DENR-National Capital

---

[298] CA *rollo,* Vol. IV, p. 908.

[299] Exh. 49-Manotoks, CA *rollo,* Vol. VII, pp. 3437-3450.

[300] Exh. 50-Manotoks, *id.* at 3451-3487.

Supreme Court E-Library

Region ("LMS-DENR-NCR") apparently had a microfilm copy of Fls-3168-D while the LMB does not have a record of the same.

Atty. Bustos' letter (dated December 2, 1996) is attached as Annex C.

I then wrote the Regional Technical Director of the LMS-DENR-NCR, stating that the LMB had no record of Fls-3168-D and requesting a copy of the alleged Fls-3168-D on file with the LMS-DENR-NCR for LMB's evaluation.

A copy of my letter (dated December 5, 1996) to the LMS-DENR-NCR is attached as Annex D.

3. LMS-DENR-NCR did not respond to my letter, Annex D, so I wrote them again on January 5, 1997 repeating my request for a copy of their alleged Fls-3168-D.

A copy of the letter dated January 5, 1997 is attached as Annex E.

4. On January 31, 1997, I wrote the LRA Administrator stating that despite repeated requests, LMS-DENR-NCR had not furnished the LMB a copy of Fls-3168-D which had been alleged to be in their files.

In the same letter, *I advised the LRA Administrator that, based on the LMB's examination of the machine copy of Fls-3168-D (which was attached to Atty. Bustos' letter of December 2, 1996), "it is certain that the source of the copy [of Fls-3168-D] is a spurious plan which may have been inserted in the file[s]."* I also stated that "until this writing, NCR [referring to LMS-DENR-NCR] has not sent to us the copy [of Fls-3168-D] for authentication as required by DENR Administrative Order." I likewise confirmed that the copy of Fls-3168-D, which I received from Atty. Bustos, did not emanate from the LMB for the following reasons:

"a. Our inventory of approved plans enrolled in our file, our Microfilm Computer list of plans available for decentralization all show that we do not have this plan Fls-3168-D, logically we cannot issue any copy.

b. *The copy of the plan Fls-3168-D shows visible signs that it is a spurious copy.*

1) The certification (rubber stamp) serves a two piece stamp. The certification and the signing official are separate.

Supreme Court E-Library

Ours is one-piece.

2) The alignment of: Lands, GEODETIC, this, Privadi, and Chief in the syndicates (sic) stamp differ from our stamp. Chief, Geodetic Surveys Division is our stamp, their (sic) is Survey without the 's' plural.

3) We do not stamp the plan twice as the syndicate did on the copy.

4) The size of the lettering in the rubber stamp 'Not for Registration/Titling For Reference Only' is smaller than our stamp. It is also incomplete as an (sic) Stamp, in addition to the above is 'of _____'.

5) The copy bears forged initials of my section officer and myself. I sign completely certification.

6) The name of the claimant is very visible to have been tampered in the master copy.

7) Again, it is certified that this Bureau does not have copy of Fls-3168-D."

A copy of my letter dated January 31, 1997 is attached as Annex F.

5. On February 13, 1997, I received a letter from Atty. Bustos, requesting that I authenticate an enclosed letter dated January 2, 1997, purporting to have been written by me to him.

The January 2, 1997 "letter" states that LMS-DENR-NCR has forwarded a copy of Fls-3168-D to the LMB and that this copy is identical with that contained in the LMB's microfilm records.

Copies of Atty. Bustos' letter dated January 28, 1997 and my alleged letter of January 2, 1997 are attached as Annexes G and H, respectively.

I replied to Atty. Bustos, reiterating that Fls-3168-D does not exist in the files of LMB. I also stressed that the letter dated January 2, 1997, which I allegedly wrote, is a forged document. I stated that LMS-DENR-NCR had not forwarded any copy of Fls-3168-D to the LMB.

A copy of my letter (dated February 13, 1997) is attached as Annex I.

Supreme Court E-Library

6. On February 19, 1997, I again wrote Atty. Bustos, reiterating that I did not prepare or issue the letter dated January 2, 1997. I also explained that the copy of Fls-3168-D, which was attached to Atty. Bustos' December 2, 1996 letter, did not emanate from the LMB for the following reasons:

"1) We have no copy of Fls-3168-D on file so how can we issue a copy of plan that is non-existing?

2) The copy of plan bears two 'Certifications' at the top and at lower half. This is not our practice;

3) The rubber-stamp shows there are two pieces; one for the certification and another for the signing official. We use one piece rubber stamp. The alignment of the letters/words of one rubber stamp is different from this marking on this spurious plan;

4) The plan shows only initial. I sign in full copies of plans with the initials of my action officers and their codings below my signature. These are not present in the spurious copy of plan;

5) The letter size of the rubber stamp 'NOT FOR REGISTRATION/TITLING, FOR REFERENCE ONLY' is smaller than our rubber stamp;

6) The spurious copy of plan you furnished us does not carry our rubber stamp 'GOVERNMENT PROPERTY NOT TO BE SOLD: FOR OFFICIAL USE ONLY OF _____' This is stamped on all microfilm copies we issue because all microfilm copies are for official use only of our LMS. We have shown you our rubber stamps to prove that the copy of Fls-3168-D in your possession is a spurious plan."

A copy of my February 19, 1997 letter to Atty. Bustos is attached as Annex J.

7. I hereby affirm under oath that I did not prepare, write, sign and/or send the January 2, 1997 letter to Atty. Bustos. The signature appearing in that letter is not my signature. I also confirm that the LMB did not, and until now does not, have any copy of Fls-3168-D, and that any representation purporting to produce a copy of it from the LMB files is false.

Supreme Court E-Library

8. The LMB's Geodetic Surveys Division is the depositary of vital records containing information on survey plans. These records consist of, *inter alia*, (1) the Logbooks for Psu, Psd, Fls, and survey plans containing the survey number, the location, the surveyor, the condition of all plans salvaged after World War II; (2) the Locator Card prepared for each plan contained in the Logbooks (The Locator Card indicates the location of the land, the Survey Number and the Accession Number. The Accession Number stamped on the Locator Card is also stamped on the survey plan before microfilming so that authentic microfilm copies of plans should indicate an Accession Number); (3) the Microfilms of microfilmed survey plans; and (4) the EDP Listing of plans which were salvaged, inventoried, accession numbered and microfilmed (The EDP listing was made before the decentralization of the survey plans to the various offices of the LMS. Hence, *if a particular survey plan is not included in the EDP Listing, it simply means that no such plan was decentralized/ forwarded to the LMS.*)

9. All these records, which I have thoroughly scrutinized while I was Chief of the Geodetic Surveys Division, revealed that no such Fls-3168-D exists. The Logbook of Fls surveys, more specifically page 351 thereof (attached as Annex K), shows that the portion for Fls-3168-D was left blank. This simply means no Fls-3168-D was salvaged, inventoried and microfilmed by the LMB after World War II. Consequently, *no such Fls-3168-D could have been decentralized/ forwarded by the LMB to LMS-DENR-NCR and therefore, it is impossible for LMS-DENR-NCR to have a microfilmed copy thereof.* Moreover, the deck of Locator Cards does not contain a Locator Card pertaining to Fls-3168-D. Again, this shows that Fls-3168-D was not salvaged after World War II. It should be emphasized that the Locator Card indicates the Accession Number for a particular survey plan so that without the Locator Card, the roll of microfilm containing the survey plan cannot be located.

10. Previously, I prepared a report which discusses in greater detail why the LMB and the LMS-DENR-NCR did not have, and until now could not have, any genuine microfilm copy or any other genuine copy of Fls-3168-D. A copy of this report is attached as Annex L and forms an integral part of this affidavit. I hereby confirm the truthfulness of the contents of the report.

xxx xxx xxx[301]

[301] *Id.* at 3451-3455.

Supreme Court E-Library

As pointed out by Engr. Dalire, the forwarding of the copy of Fls-3168-D to their office for validation is mandatory under DENR Administrative Order No. 49, series of 1991, and for the repeated failure of LMS-DENR-NCR to comply with the request of Engr. Dalire to forward to the Geodetic Surveys Division their purported copy of Fls-3168-D, the inescapable conclusion is that said plan is spurious and void.[302]

To cure this anomaly, the Barques presented before the CA another purported copy of Fls-3168-D containing an alleged certification of more recent date (Exhs. 3 and 4[303]). But still, the CA found no probative value in their additional evidence, further noting that the Barques, since their filing of a petition for administrative reconstitution on October 22, 1996, have failed to submit an authenticated and validated copy of Fls-3168-D.

Also, in a desperate attempt to cure the absence of a certified true copy of Subdivision Plan Fls-3168-D validated by the Chief of the Geodetic Surveys Division, the BARQUES offered as their Exhibits 3 and 4 an alleged copy of Subdivision Plan Fls-3168-D covering Lot 823 of the Piedad Estate, allegedly surveyed on June 21, 1940 by Deputy Public Land Surveyor Tomas Colmenar and approved on January 30, 1941 by the Director of Lands Jose P. Dans, purportedly authenticated on June 8, 2009 by Ignacio G. Almira, Chief, Regional Surveys Division. *A visual comparison of Exhibits 3 and 4 will readily show that both are reproduction of the same Subdivision Plan.* Although, it appears to be an exact reproduction of the same Subdivision Plan, nonetheless, it is perplexing to note the existence of different notations on the same Subdivision Plan.

In Exhibit 4, below the stamp "FOR OFFICIAL USE", marked as Exhibit 4-A, is the date June 8, 2009 and the "VALIDATION DENR A.O. NO. 49. 1991" and above the signature over the same "Ignacio G. Almira" is the notation which reads:

"This print copy of FLS-3168-D is cross-checked with other records and the microfilm of the original and it is found the same."

---

[302] *Id.* at 3474; CA Commissioners' Report, pp. 197, 200-204, citing the Separate Concurring Opinion of Associate Justice Antonio T. Carpio in *Manotok IV v. Heirs of Homer L. Barque*, *supra* note 1.

[303] CA *rollo*, Vol. IV, pp. 903-904.

Supreme Court E-Library

Exhibit "3", on the other hand, below the stamp "FOR OFFICIAL USE", marked as Exhibit "3-A" is the "CERTIFICATION" which reads:

"This is to certify that this is a true and correct reproduction of plan Fls-3168-D(W P),

Claimant: Emiliano Setosta

Location: Caloocan City

Area/Nos.: 342945 sq.m.

Requested by: Castor Viernes

Address: 55 Quirino Hi Way Talipapa, Novaliches, Q. City

Purpose: Reference

Date issued: 10-13-98

O.R.# 6437394-A
(Sgd.)

Prepared by: Norma C. trs

(Sgd.)
MAMERTO L. INFANTE
OIC, Regional Technical Director"

Under it, marked as Exhibit 3-B. are the following notations, "AUTHENTICATE" June 8, 2009:

"Sir:

According to the verification of FLS-3168-D, situated in Caloocan City dated October 13, 1998. Has available record and files, to National Capital Region. Signing (*sic*) of Engr. Mamerto L. Infante

(Sgd.)
IGNACIO G. ALMIRA
Chief, Regional Surveys Division"

The mere existence of different notations on the same Subdivision Plan creates serious doubt on the existence and veracity of the said Subdivision Plan. On record, from the testimonies of Teresita Barque Hernandez and Engr. Castor Viernes, no explanation was offered in their Judicial Affidavits and when they testified in Court on the above divergent notations on the same Subdivision Plan. As such, *without*

Supreme Court E-Library

an acceptable explanation, the only logical conclusion is that the different notations on the same Subdivision Plan was a result of tampering of documents. This is so because common experience will tell us that if one and the same document is reproduced several times, even a million times, it would still reflect or replicate the same notations. Certainly, the tampering of documents not only affect the probative value thereof, but also subject the malefactor to criminal liability.

xxx xxx xxx[304]

The CA observed that the Barques should have presented Mamerto L. Infante and Ignacio G. Almira to identify their signatures on Exhs. 3 and 4. Such failure on their part to present said witnesses, according to the appellate court, could be considered eloquent evidence of the absence of Fls-3168-D in the name of Emiliano Setosta duly approved by the Director of Lands and authenticated by the Chief of the Geodetic Surveys Division of the LMB. Lastly, the CA cited the following letter-reply dated 03 October 2005 of Samson G. De Leon, OIC Regional Technical Director, LMS-DENR-NCR addressed to Felicitas B. Manahan (Exh. XXXIII), categorically denying that a copy of approved plan Fls-3168-D exists in their files, thus:

This pertains to your letter dated 22 September 2005 requesting for a duly certified copy of the original approved plan Fls-3168-D which, as per letter dated 08 August 2005 of the Regional Technical Director for Land Management Services, Atty. Crizaldy M. Barcelo was verified to be on file in the Technical Records Section, Land Management Sector of the DENR-National Capital Region.

In connection thereto, may we inform you that, contrary to the claim of Atty. Crizaldy M. Barcelo in his letter of 08 August 2005, copy of approved plan Fls-3168-D is not on-file in Technical Records Section, Land Management Services, DENR-NCR. At present, what is on file is **ONLY a PHOTOCOPY of Plan Fls-3168-D covering Lot 823, Piedad Estate which is not a duly certified one.**

In addition, Lot 823, Piedad Estate is covered by approved plans Sp-00-000360 and Sp-00-000779 are likewise on-file in the Technical

[304] CA Commissioners' Report, pp. 206-208.

Supreme Court E-Library

Records Section, Land Surveys Division, certified on 28 November 2000 by then Chief, Regional Surveys Division and on 04 June 2005 by then Regional Technical Director for Lands Management Services, NCR, Atty. Crizaldy M. Barcelo, respectively**. Further, verification revealed that there is no record of receipt of the original copy of plan Fls-3168-D.** In view thereof, we regret to inform you that your request cannot be granted.

xxx xxx xxx[305] (Emphasis supplied.)

The Barques' claim being anchored on a spurious, fake and non-existent sale certificate or deed of conveyance, the CA concluded that no valid transfer or assignment can be used by them as basis for the reconstitution of title over the subject lot. And in the absence of a duly approved subdivision plan, the Barques' title, TCT No. 210177, is also null and void.

Manahans' Claim

From the existing records in the DENR and LMB, it appears that the original claimant/applicant over Lot 823 of Piedad Estate was Valentin Manahan who supposedly had the lot surveyed on November 10, 1938, with the plan designated as Fls-3164 approved by the Director of Lands on December 13, 1939, and Sale Certificate No. 511 in the name of Valentin Manahan subsequently issued. However, the CA seriously doubted the existence of Sale Certificate No. 511, as well as the veracity of their claim of actual possession before armed men allegedly barred their caretakers from the premises in the 1950s, thus:

...There is no competent evidence showing that Felicitas Manahan and/or her predecessor-in-interest have ever been in actual possession of the subject lot. The Investigation Report of Land Investigator Evelyn de la Rosa (Evelyn G. Celzo) that Valentin Manahan, as a farmer, took possession of the subject lot in 1908 is not supported by credible evidence. Evelyn de la Rosa conducted the ocular inspection only on May 15, 1989 and her Investigation Report dated July 5, 1989 (Exhibit XV, Manahan) did not mention nor identify the person who allegedly gave her the above information when she conducted an ocular inspection of the subject lot. A closer

[305] CA *rollo,* Vol. IV, p. 1074.

Supreme Court E-Library

examination of her Investigation Report narrating specific events in 1948 like the lingering illness of Lucio Manahan who died in 1955 and the alleged reports of caretakers of heavily armed men taking the subject lot by force are tell-tale evidence of a scripted report of Land Investigator Evelyn de la Rosa. Indubitably, the Investigation Report is dovetailed to portray actual possession of the predecessor-in-interest of Felicitas Manahan. It is no coincidence that the Investigation Report is practically a replica or summation of Felicitas Manahan's allegations embodied in her petition (Exhibit "1", Manahans, *Rollo*, pp. 991-995) for cancellation/ reversion of TCT No. RT-22481 in the name of Severino Manotok she filed before the OSG and forwarded to the LMB.

xxx xxx xxx

...the claim of actual possession in 1908 up to about 1948 when allegedly armed men forcibly wrested possession from the caretakers of Lucio Manahan is negated by the absence of tax declarations and receipts showing that the MANAHANS who claimed to be owners of the subject lot declared the subject lot for taxation and paid the real property tax during the said period. One who claim to be the owner of a parcel of land should declare it and pay the corresponding real property tax. Possession of a tax declaration and payment of real property tax will certainly bolster the claim of possession and ownership over a parcel of land. *No evidence was even formally offered by the MANAHANS showing that they declared the subject lot for taxation purposes in 1948.* The only documentary evidence offered by the MANAHANS is Real Property Tax Bill Receipt No. 712650 (Exhibit IX, Manahans) showing payment of real property tax only for the taxable year 1990-1991 in the sum of ₱102,319.22. On the other hand, Severino Manotok declared the subject lot for taxation, as shown in various tax declarations (Exhibits 26-A to 26-N, Manotoks), the earliest of which was dated July 28, 1933 per Tax Declaration No. 12265 (Exhibit 26, Manotoks) and paid the real property tax as evidenced by tax bill receipts (Exhibits 27 to 27-KKKKKKK, Manotoks). Thirdly, the Court entertains serious doubt on the existence of "Sale Certificate No. 511" allegedly issued to Valentin Manahan after paying the purchase price of ₱2,140.00 stated in the Investigation Report of Evelyn de la Rosa. Although, Sale Certificate No. 511 was mentioned as one of the documents attached to the Investigation Report, nonetheless, *no certified copy of Sale Certificate No. 511 issued to Valentin Manahan was*

presented and formally offered as evidence in Court. As a matter of fact, Sale Certificate No. 511 was not among the documents secured from the LMB and DENR by the OSG and formally offered as evidence in Court. Also, Rosendo Manahan declared in Court that he tried on several occasions, after reading the Investigation Report, to secure a certified true copy of Sale Certificate No. 511, but despite a thorough search for the said document, no original or certified true copy is on file in the records of the LMB and DENR (TSN, November 19, 2009, pp. 25-26). *Sans a copy of Sale Certificate No. 511 in the files of the LMB and DENR, it is quite perplexing to note where and how Hilaria de Guzman secured a photocopy of Sale Certificate No. 511 dated June 24, 1913* (Exhibit XXXVII, Manahans). No explanation was offered by Felicitas Manahan and Rosendo Manahan when they testified in Court. Therefore, We cannot accord probative value on the said photocopy of Sale Certificate No. 511 dated June 24, 1913 as secondary evidence for the simple reason that it is of questionable existence and of dubious origin.…[306] (Italics supplied.)

The CA thus assailed the adoption by Attys. Rogelio Mandar and Manuel Tacorda of the unsubstantiated findings of Evelyn dela Rosa regarding the claim of the Manahans in their Memorandum dated April 3, 2000[307] addressed to the Chief of the Legal Division Alberto R. Recalde, who in turn adopted the same unsupported findings in his Memorandum dated April 17, 2000[308] addressed to the LMB OIC-Director. On the basis of Memorandum dated July 6, 2000[309] issued by then DENR Undersecretary Roseller de la Peña, who also relied on the Investigation Report of Evelyn dela Rosa, LMB OIC-Director Ernesto Adobo, Jr. issued an Order dated October 16, 2000[310] for the issuance of Deed of Conveyance No. V-200022 dated October 30, 2000 in favor of Felicitas Manahan.[311]

---

[306] CA Commissioners' Report, pp. 211, 215-216.

[307] Exh. XVI-Manahans, CA *rollo,* Vol. VIII, pp. 4083-4092.

[308] Exh. XVI-Manahans, CA *rollo,* Vol. IV, pp. 1023-1030.

[309] Exh. XVII-Manahans, *id.* at 1031-1035.

[310] Exh. XVIII-Manahans, *id.* at 1036-1037.

[311] CA Commissioners' Report, pp. 214-215.

Supreme Court E-Library

As to the Deed of Conveyance No. V-200022 dated October 30, 2000, the CA held that its validity cannot be sustained considering that it lacked the approval of the Secretary of Agriculture and Natural Resources (now Secretary of Environment and Natural Resources) and was signed only by LMB OIC-Director Ernesto Adobo, Jr. In any event, according to the appellate court, Sale Certificate No. 511 in the name of Valentin Manahan would be considered stale at the time of issuance of Deed of Conveyance No. V-200022 as more than eighty six (86) years had passed from the execution of Assignment of Sale Certificate No. 511 dated June 24, 1939. Clearly, OIC-Director Ernesto Adobo, Jr. committed grave abuse of discretion in issuing said deed of conveyance.

As to DENR Memorandum Order No. 16-05 issued by then Secretary Michael T. Defensor, the CA ruled that the Manahans, just like the Manotoks, may not invoke it to cure the lack of approval by the Secretary of Agriculture and Commerce in their respective sale certificate/deed of conveyance, the same being inconsistent with Act No. 1120.

The Court's Ruling

The core issue presented is whether the absence of approval of the Secretary of the Interior/Agriculture and Natural Resources in Sale Certificate No. 1054 and Deed of Conveyance No. 29204 warrants the annulment of the Manotok title.

From the proceedings in the CA, it was established that while records of the DENR-LMB indicate the original claimant/applicant of Lot 823 as a certain Valentin Manahan, only the Manotoks were able to produce a sale certificate in the name of their predecessors-in-interest, certified by the LMB Records Management Division (Exh. 10). In addition, the Manotoks submitted photocopies of original documents entitled Assignment of Sale Certificate dated March 11, 1919, June 7, 1920 and May 4, 1923 (Exhs. 11, 12 and 13). On the other hand, only two (2) of these documents were submitted by the OSG certified as available in the files of LMB: Assignment of Sale Certificate dated March 11, 1919 and May 4, 1923 (Exhs. 33 and 34-OSG-LMB).

Supreme Court E-Library

Sale Certificate No. 1054 dated March 10, 1919 (Exh. 10) was not signed by the Director of Lands nor approved by the Secretary of the Interior. Exhibits 33 and 34-OSG-LMB contained only the signature of the Director of Lands. The Manotoks belatedly secured from the National Archives a certified copy of Deed of Conveyance No. 29204 dated December 7, 1932 (Exh. 51-A) which likewise lacks the approval of the Secretary of Agriculture and Natural Resources as it was signed only by the Director of Lands.

Section 18 of Act No. 1120 provides:

> SECTION 18. No lease or sale made by Chief of the Bureau of Public Lands under the provisions of this Act shall be valid **until approved by the Secretary of the Interior.** (Emphasis supplied.)

It is clear from the foregoing provision that the sale of friar lands shall be valid only if approved by the Secretary of the Interior (later the Secretary of Agriculture and Commerce). In *Solid State Multi-Products Corporation v. Court of Appeals*,[312] this Court categorically declared that the approval by the Secretary of Agriculture and Commerce is indispensable for the validity of the sale of friar lands. This was reiterated in *Liao v. Court of Appeals*,[313] where *sales certificates* issued by the Director of Lands in 1913 were held to be void in the absence of approval by the Secretary of Agriculture and Natural Resources.

In their Memorandum, the Manotoks pointed out that their photocopy of the original Deed of Conveyance No. 29204 (Exh. 51-A), sourced from the National Archives, shows on the second page a poorly imprinted typewritten name over the words "Secretary of Agriculture and Natural Resources," which name is illegible, and above it an even more poorly imprinted impression of what may be a stamp of the Secretary's approval. Considering that the particular copy of said deed of conveyance on which the transfer certificate of title was issued by the Register of Deeds in the name of the buyer Severino Manotok is required

---

[312] G.R. No. 83383, May 6, 1991, 196 SCRA 630, 640.

[313] G.R. Nos. 102961-62, 107625 and 108759, January 27, 2000, 323 SCRA 430, 442.

Supreme Court E-Library

by law to be filed with and retained in the custody of the Register of Deeds in accordance with Sec. 56 of Act No. 496 and Sec. 56 of P.D. No. 1529, the Manotoks contend that "we can assume that the Manotok deed of conveyance was in fact approved by the Department Secretary because *the register of deeds did issue TCT No. 22813* in the name of the buyer Severino Manotok." It is also argued that since the Bureau of Lands was required by law to transmit the deed of conveyance *directly* to the Register of Deeds, said office is legally presumed to have observed the law's requirements for issuing that deed. The presumption of regularity therefore stands as uncontradicted proof, in this case, that "all...requirements for the issuance of" that deed of conveyance had been obeyed. In any event, the Manotoks assert that even if we were to ignore the presumption of validity in the performance of official duty, Department Memorandum Order No. 16-05 issued on October 27, 2005 by then DENR Secretary Michael T. Defensor, supplies the omission of approval by the Secretary of Agriculture and Natural Resources in deeds of conveyances over friar lands.

These arguments fail.

Applying the rule laid down in *Solid State Multi-Products Corporation v. Court of Appeals* and *Liao v. Court of Appeals*, we held in *Alonso v. Cebu Country Club, Inc.*,[314] that the absence of approval by the Secretary of Agriculture and Commerce in the sale certificate and assignment of sale certificate made the sale *null and void ab initio*. Necessarily, there can be no valid titles issued on the basis of such sale or assignment. The Manotoks' reliance on the presumption of regularity in the statutorily prescribed transmittal by the Bureau of Lands to the Register of Deeds of their deed of conveyance is untenable. In our Resolution[315] denying the motion for reconsideration filed by petitioners in *Alonso v. Cebu Country Club, Inc.*, we underscored the *mandatory* requirement in Section 18, as follows:

---

[314] *Supra* note 3 at 404-405.

[315] G.R. No. 130876, December 5, 2003, 417 SCRA 115.

Supreme Court E-Library

Section 18 of Act No. 1120 or the Friar Lands Act unequivocally provides: "No lease or sale made by the Chief of the Bureau of Public Lands (now the Director of Lands) under the provisions of this Act shall be valid until approved by the Secretary of the Interior (now, the Secretary of Natural Resources). Thus, petitioners' claim of ownership must fail in the absence of positive evidence showing the approval of the Secretary of Interior. **Approval of the Secretary of the Interior cannot simply be presumed or inferred from certain acts since the law is explicit in its mandate.** This is the settled rule as enunciated in *Solid State Multi-Products Corporation vs. Court of Appeals* and reiterated in *Liao vs. Court of Appeals*. Petitioners have not offered any cogent reason that would justify a deviation from this rule.

xxx xxx xxx[316]

DENR Memorandum Order No. 16,[317] invoked by both the Manotoks and the Manahans, states:

WHEREAS, it appears that there are uncertainties in the title of the land disposed of by the Government under Act 1120 or the Friar Lands Act due to the lack of the signature of the Secretary on the Deeds of Conveyance;

WHEREAS, said Deeds of Conveyance were only issued by the then Bureau of Lands (now the Land Management Bureau) after full payment had been made by the applicants thereon subject to the approval of the Secretary of the then Department of Interior, then Department of Agriculture and Natural Resources, and presently the Department of Environment and Natural Resources, in accordance with Act 1120;

WHEREAS, some of these Deeds of Conveyance on record in the field offices of the Department and the Land Management Bureau do not bear the signature of the Secretary despite full payment by the friar land applicant as can be gleaned in the Friar Lands Registry Book;

WHEREAS, it is only a ministerial duty on the part of the Secretary to sign the Deed of Conveyance once the applicant had already made full payment on the purchase price of the land;

---

[316] *Id.* at 124.

[317] CA *rollo*, Vol. VII, p. 3365.

Supreme Court E-Library

WHEREFORE, for and in consideration of the above premises, and in order to remove all clouds of doubt regarding the validity of these instruments, **it is hereby declared that all Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or otherwise ratified by this Memorandum Order**, provided, however, that full payment of the purchase price of the land and compliance with all the other requirements for the issuance of the Deed of Conveyance under Act 1120 have been accomplished by the applicant;

This Memorandum Order, however, does not modify, alter or otherwise affect any subsequent assignments, transfers and/or transactions made by the applicant or his successors-in-interest or any rights arising therefrom after the issuance of a Transfer Certificate of Title by the concerned Registry of Deeds.

The CA opined that the Manotoks cannot benefit from the above department issuance because it makes reference only to those deeds of conveyance on file with the records of the DENR field offices. The Manotoks' copy of the alleged Deed of Conveyance No. 29204 issued in 1932, was sourced from the National Archives. Apparently, for the Manotoks, Memorandum Order No. 16 provides the remedy for an inequitable situation where a deed of conveyance "unsigned" by the Department Secretary could defeat their right to the subject lot *after* having fully paid for it. They point out that the Friar Lands Act itself states that the Government ceases reservation of its title once the buyer had fully paid the price.

The first paragraph of Section 15 states:

SECTION 15. The Government hereby reserves the title to each and every parcel of land sold under the provisions of this Act **until the full payment of all installments or purchase money and interest by the purchaser has been made**, and any sale or encumbrance made by him shall be invalid as against the Government of the Philippine Islands and shall be in all respects subordinate to its prior claim.

x x x x (Emphasis supplied.)

Supreme Court E-Library

Indeed, in the early case of *Director of Lands v. Rizal*,[318] this Court ruled that in the sale of friar lands under Act No. 1120, "the purchaser, even before the payment of the full price and before the execution of the final deed of conveyance is considered by the law as the actual owner of the lot purchased, under obligation to pay in full the purchase price, the role or position of the Government being that of a mere lien holder or mortgagee." Subsequently, in *Pugeda v. Trias*,[319] we declared that "the conveyance executed in favor of a buyer or purchaser, or the so-called **certificate of sale**, is a conveyance of the ownership of the property, subject only to the resolutory condition that the sale may be cancelled if the price agreed upon is not paid for in full.

In *Dela Torre v. Court of Appeals*,[320] we held:

> This is well-supported in jurisprudence, which has consistently held that under Act No. 1120**, the equitable and beneficial title to the land passes to the purchaser the moment the first installment is paid and a certificate of sale is issued.** Furthermore, when the purchaser finally pays the final installment on the purchase price and is given a deed of conveyance and a certificate of title, the title, at least in equity, retroacts to the time he first occupied the land, paid the first installment and was issued the corresponding certificate of sale.
>
> All told, **notwithstanding the failure of the government to issue the proper instrument of conveyance in favor of Mamerto or his heirs, the latter still acquired ownership over the subject land.**[321] (Emphasis supplied.)

Clearly, it is the execution of the contract to sell and delivery of the certificate of sale that vests title and ownership to the

---

[318] 87 Phil. 806, 813 (1950).

[319] No. L-16925, March 31, 1962, 4 SCRA 849, 859.

[320] G.R. No. 113095, February 8, 2000, 325 SCRA 11.

[321] *Id.* at 18, citing *Republic v. Heirs of Felix Caballero,* G.R. No. L-27473, September 30, 1977, 79 SCRA 177, 188-189; *Fabian v. Fabian,* G.R. No. L-20449, January 29, 1968, 22 SCRA 231, 235; *Alvarez v. Espiritu,* G.R. No. L-18833, August 14, 1965, 14 SCRA 892, 897; and *Director of Lands v. Rizal, supra*.

Supreme Court E-Library

purchaser of friar land.[322] Such certificate of sale must, of course, be signed by the Secretary of Agriculture and Natural Resources, as evident from Sections 11, 12 and the second paragraph of Section 15, in relation to Section 18, of Act No. 1120:

SECTION 11. Should any person who is the actual and bona fide settler upon, and occupant of, any portion of said lands at the time the same is conveyed to the Government of the Philippine Islands desire to purchase the land so occupied by him, he shall be entitled to do so at the actual cost thereof to the Government, and shall be granted fifteen years from the date of the purchase in which to pay for the same in equal annual installments, should he so desire paying interest at the rate of four per centum per annum on all deferred payments.

…**The terms of purchase shall be agreed upon between the purchaser and the Director of Lands, subject to the approval of the Secretary of Agriculture and Natural Resources.**

SECTION 12. ...When the cost thereof shall have been thus ascertained, the Chief of the Bureau of Public Lands shall give the said settler and occupant **a certificate which shall set forth in detail that the Government has agreed to sell to such settler and occupant the amount of land so held by him, at the price so fixed, payable as provided in this Act**. . .and that upon the payment of the final installment together with all accrued interest the Government will convey to such settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act.…

SECTION 15. …

The right of possession and purchase **acquired by certificates of sale signed under the provisions hereof** by purchasers of friar lands, pending final payment and the issuance of title, shall be considered as personal property for the purposes of serving as security for mortgages, and shall be considered as such in judicial proceedings relative to such security. (Emphasis supplied.)

---

[322] See *Jovellanos v. Court of Appeals*, G.R. No. 100728, June 18, 1992, 210 SCRA 126, 135.

Supreme Court E-Library

In the light of the foregoing, we hold that the Manotoks could not have acquired ownership of the subject lot as they had no valid certificate of sale issued to them by the Government in the first place. Sale Certificate No. 1054 dated March 10, 1919 (Exh. 10) purportedly on file with the DENR-LMB, conspicuously lacks the signature of the Director of Lands and the Secretary of Agriculture and Natural Resources. In fact, Exh. 10 was not included among those official documents submitted by the OSG to the CA. We underscore anew that friar lands can be alienated only upon proper compliance with the requirements of Sections 11, 12 and 18 of Act No. 1120. It was thus primordial for the Manotoks to prove their acquisition of its title by clear and convincing evidence.[323] This they failed to do. Accordingly, this Court has no alternative but to declare the Manotok title null and void *ab initio*, and Lot 823 of the Piedad Estate as still part of the Government's patrimonial property, as recommended by the CA.

The decades-long occupation by the Manotoks of Lot 823, their payment of real property taxes and construction of buildings, are of no moment. It must be noted that the Manotoks miserably failed to prove the existence of the title allegedly issued in the name of Severino Manotok after the latter had paid in full the purchase price. The Manotoks did not offer any explanation as to why the only copy of TCT No. 22813 was torn in half and no record of documents leading to its issuance can be found in the registry of deeds. As to the certification issued by the Register of Deeds of Caloocan, it simply described the copy presented (Exh. 5-A) as "DILAPIDATED" without stating if the original copy of TCT No. 22813 actually existed in their records, nor any information on the year of issuance and name of registered owner. While TCT No. 22813 was mentioned in certain documents such as the deed of donation executed in 1946 by Severino Manotok in favor of his children and the first tax declaration (Exh. 26), these do not stand as secondary evidence of an alleged transfer from OCT No. 614. This hiatus in the evidence of the Manotoks further cast doubts on the veracity of their claim.

---

[323] *Alonso v. Cebu Country Club, Inc., supra* note 315, at 126.

Supreme Court E-Library

As we stressed in *Alonso*:

> Neither may the rewards of prescription be successfully invoked by respondent, as it is an iron-clad *dictum* that prescription can never lie against the Government. Since respondent failed to present the paper trail of the property's conversion to private property, the lengthy possession and occupation of the disputed land by respondent cannot be counted in its favor, as the subject property being a friar land, remained part of the patrimonial property of the Government. **Possession of patrimonial property of the Government, whether spanning decades or centuries, can not *ipso facto* ripen into ownership.** Moreover, the rule that statutes of limitation do not run against the State, unless therein expressly provided, is founded on the "the great principle of public policy, applicable to all governments alike, which forbids that the public interests should be prejudiced by the negligence of the officers or agents to whose care they are confided."[324] (Emphasis supplied.)

With respect to the claim of the Manahans, we concur with the finding of the CA that no copy of the alleged Sale Certificate No. 511can be found in the records of either the DENR-NCR, LMB or National Archives. Although the OSG submitted a certified copy of Assignment of Sale Certificate No. 511 allegedly executed by Valentin Manahan in favor of Hilaria de Guzman, there is no competent evidence to show that the claimant Valentin Manahan or his successors-in-interest actually occupied Lot 823, declared the land for tax purposes, or paid the taxes due thereon.

Even assuming *arguendo* the existence and validity of the alleged Sale Certificate No. 511 and Assignment of Sale Certificate No. 511 presented by the Manahans, the CA correctly observed that the claim had become stale after the lapse of eighty six (86) years from the date of its alleged issuance. As this Court held in *Liao v. Court of Appeals*, "the certificates of sale x x x became stale after ten (10) years from its issuance" and hence "can not be the source documents for issuance of title more than seventy (70) years later."[325]

---

[324] *Id.* at 127.

[325] *Supra* note 313, at 442.

Supreme Court E-Library

Considering that none of the parties has established a valid acquisition under the provisions of Act No. 1120, as amended, we therefore adopt the recommendation of the CA declaring the Manotok title as null and void *ab initio*, and Lot 823 of the Piedad Estate as still part of the patrimonial property of the Government.

WHEREFORE, the petitions filed by the Manotoks under Rule 45 of the 1997 Rules of Civil Procedure, as amended, as well as the petition-in-intervention of the Manahans, are *DENIED*. The petition for reconstitution of title filed by the Barques is likewise *DENIED*. TCT No. RT-22481 (372302) in the name of Severino Manotok IV, *et al.*, TCT No. 210177 in the name of Homer L. Barque and Deed of Conveyance No. V-200022 issued to Felicitas B. Manahan, are all hereby declared *NULL and VOID*. The Register of Deeds of Caloocan City and/or Quezon City are hereby ordered to CANCEL the said titles. The Court hereby *DECLARES* that Lot 823 of the Piedad Estate, Quezon City, legally belongs to the NATIONAL GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, without prejudice to the institution of REVERSION proceedings by the State through the Office of the Solicitor General.

With costs against the petitioners.

SO ORDERED.

Corona, C.J., Leonardo-de Castro, Peralta, Bersamin, Del Castillo, Abad, Perez, and *Mendoza, JJ.,* concur.

Carpio, J., see dissenting opinion.

Carpio Morales, J., see concurring and dissenting opinion.

Velasco, Jr. and *Brion, JJ.*, join the dissent of *J.* Carpio.

Sereno, J., dissents, and reserves her right to issue a separate opinion.

Nachura, J., no part.

Supreme Court E-Library

CONCURRING AND DISSENTING OPINION

CARPIO MORALES, *J.*:

DENR Memorandum Order No. 16-05 of October 27, 2005 (Order 16-05) is significant in resolving the issue of validity of titles over *friar lands*. Its relevance cannot be ignored.

Previous pronouncements state that all lots in the Piedad Estate have been disposed of even before the Second World War.[1] In the present case, three sets of claimants over Lot 823 of the Piedad Estate submitted their respective evidence. After sifting through the evidence and rejecting spurious and stale documents, the *ponencia* finds that petitioners were able to produce 1) a sale certificate in the name of their predecessors-in-interest as certified by the Records Management Division of the Land Management Bureau, and 2) a deed of conveyance signed by the Director of Lands.

The **core issue**, as defined by the *ponencia*, is whether the absence of approval of the Secretary of the Interior/Agriculture and Natural Resources (Department Secretary) in petitioners' Sale Certificate No. 1054 *and* Deed of Conveyance No. 29204 issued in 1919 and 1932, respectively, warrants the annulment of their title.[2]

It does, says the *ponencia*.

It does not, I submit.

There is no absence of approval to speak of, since petitioners' Deed of Conveyance is, pursuant to Order 16-05, **deemed signed** by the Department Secretary, and there is **no legal basis for requiring another signature** of the Department Secretary on the Sale Certificate.

---

[1] *Cañete v. Genuino Ice Company, Inc.*, G.R. No. 154080, January 22, 2008, 542 SCRA 206, 215 citing *Pinlac v. Court of Appeals*, 402 Phil. 684, 699-701 (2001) which cited the Comments and Recommendations of the Ad Hoc Committee created by the then Ministry of Natural Resources, as embodied in its Special Order No. 426, series of 1986.

[2] *Ponencia*, p. 87.

On the purportedly limited applicability of Order 16-05 to instruments "on file with the records of the DENR field offices," the *ponencia* concedes that it merely mentions in passing the appellate court's observation that the Deed of Conveyance was secured from the National Archives, and not from the DENR. Whether the source or remaining repository of the document is material for the applicability of Order 16-05, the *ponencia* does not clearly declare, as it briefly states:

> The CA opined that the Manotoks cannot benefit from the above department issuance [-Order 16-05] because it makes reference only to those deeds of conveyance on file with the records of the DENR field offices. The Manotoks' copy of the alleged Deed of Conveyance No. 29204 issued in 1932, was sourced from the National Archives. x x x[3] (underscoring supplied)

The *ponencia* thereafter digresses to the effect of a deed of conveyance "unsigned" by the Department Secretary. It does not uphold the appellate court's reasoning denying, on the basis of the source of the document, the applicability of Order 16-05, since it (the *ponencia*), by the *ponente's* admission, merely "underscored"[4] such observation. It does not, however, ascribe any legal consequence to it. Simply put, the confusion stems from the immediately-quoted two barren sentences of the *ponencia*.

An examination of Order 16-05 *vis-à-vis* the Friar Lands Act (Act No. 1120) enacted in 1904 is in order. Order 16-05 disposes:

> WHEREFORE, for and in consideration of the above premises, and in order to remove all clouds of doubt regarding the validity of these instruments, it is hereby declared that all Deeds of Conveyance that do *not* bear the signature of the Secretary are **deemed signed or otherwise ratified** by this Memorandum Order, *provided, however*, that full payment of the purchase price of the land and compliance with all the other requirements for the issuance of the Deed of Conveyance under Act No. 1120 have been accomplished by the applicant[.] (emphasis, italics and underscoring supplied)

---

[3] *Id.* at 91.

[4] Reply (to Dissenting Opinion), p. 4.

Supreme Court E-Library

Contrary to the *ponencia's* position, Order 16-05 does not contravene Act No. 1120. Order 16-05 did not dispense with the requirement of the Department Secretary's approval. It recognizes that the approval of the Secretary is still required, the grant or ratification of which is made subject only to certain conditions, precisely "to remove all clouds of doubt regarding the validity of these instruments" which do not bear his signature.[5] The fulfillment of the conditions must be proven to be extant in every case.

The grant of approval under Order 16-05 is premised on two conditions: (1) full payment of the purchase price of the land; and (2) compliance with all the other requirements for the issuance of the Deed of Conveyance. There is no dispute as to the manner of determining full payment of the purchase price. The variance lies in determining "compliance with all other requirements for the issuance of the Deed of Conveyance" under Act No. 1120.[6]

The *ponencia* maintains that one still needs to present a Sale Certificate that bears the signature of the Department Secretary, since Order 16-05 refers only to a Deed of Conveyance,[7] citing Section 15 of Act No. 1120 which reads:

> SECTION 15. The Government hereby reserves the title to each and every parcel of land sold under the provisions of this Act until full payment of all installments or purchase money and interest by the purchaser has been made, and any sale or encumbrance made by him shall be invalid as against the Government of the Philippine Islands and shall be in all respects subordinate to its prior claim.
>
> The right of possession and purchase acquired by certificates of sale **signed under the provisions hereof** by purchasers of friar lands, pending final payment and the issuance of title, shall be

[5] DENR Memorandum Order No. 16-05 (October 27, 2005).

[6] Section 12 of Act No. 1120 provides that upon the payment of the final installment together with all accrued interest the Government will convey to such settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in Section 122 of the Land Registration Act.

[7] Reply (to Dissenting Opinion), pp. 2-3.

Supreme Court E-Library

considered as personal property for the purposes of serving as security for mortgages and shall be considered as such in judicial proceedings relative to such security. (emphasis and underscoring supplied)

As to what provisions under Act No. 1120 require the signing by the Department Secretary of the Certificate of Sale, the *ponencia*[8] points to Section 11. But the "approval" mentioned in the second paragraph of Section 11 refers to sales contracted *prior* to the enactment in 1904 of Act No. 1120. Thus Section 11 reads:

SECTION 11. Should any person who is the actual and bona fide settler upon, and occupant of, any portion of said lands at the time the same is conveyed to the Government of the Philippine Islands desire to purchase the land so occupied by him, he shall be entitled to do so at the actual cost thereof to the Government, and shall be granted fifteen years from the date of the purchase in which to pay for the same in equal annual installments, should he so desire paying interest at the rate of four per centum per annum on all deferred payments.

And the contracts of sale **made *prior* to the approval of this Act** may be extended, in the discretion of the Director of Lands, for a period of not more than ten years from the date on which said contracts must expire under the provisions of Act Numbered Eleven hundred and twenty. The terms of purchase shall be agreed upon between the purchaser and the Director of Lands, **subject to the approval of the Secretary of Agriculture and Natural Resources**.

Both in case of lease and of sale of vacant lands under the provisions of section nine of this Act, the Director of Lands shall notify the municipal president or municipal presidents of the municipality or municipalities in which said lands lie of said lease or sale before the same takes place. Upon receipt of such notification by said municipal president or municipal presidents the latter shall publish the same for three consecutive days, by bandillos, in the poblacion and barrio or barrios affected, and shall certify all these acts to the Director of Lands who shall then, and not before, execute a lease or proceed to make the said sale with preference, other conditions being equal, to the purchaser who has been a tenant or bona fide occupant at any time of the said lands or part thereof, and if there

[8] *Ponencia*, pp. 92-93.

Supreme Court E-Library

has been more than one occupant to the last tenant or occupant: Provided, however, That no lease or sale of vacant lands made in accordance with this section shall be valid nor of any effect without the requisite as to publication by bandillos, above provided: Provided, further, that the provisions of this paragraph shall not apply to leases or sales made to any provincial or municipal government or any subdivision, branch, or entity of the Government. (emphasis, italics and underscoring supplied)

The *ponencia*[9] also points to Section 12. But the signature referred to therein is that of the "settler" or "occupant," to be affixed on the delivery "receipt" (not on the Certificate of Sale), as confirmed by Section 13.

SECTION 12. It shall be the duty of the Chief of the Bureau of Public Lands by proper investigation to ascertain what is the actual value of the parcel of land held by each settler and occupant, taking into consideration the location and quality of each holding of land, and any other circumstances giving its value. The basis of valuation shall likewise be, so far as practicable, such that the aggregate of the values of all the holdings included in each particular tract shall be equal to the cost to the Government to the entire tract, including the cost of surveys, administration and interest upon the purchase money to the time of sale. When the cost thereof shall have been thus ascertained, the Chief of the Bureau of Public Lands shall give the said settler and occupant a certificate which shall set forth in detail that the Government has agreed to sell to such settler and occupant the amount of land so held by him, at the price so fixed, payable as provided in this Act at the office of the Chief of Bureau of Public Lands, in gold coin of the United States or its equivalent in Philippine currency, and that upon the payment of the final installment together with all accrued interest the Government will convey to such settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act. The Chief of the Bureau of Public Lands shall, in each instance where a **certificate** is given to the settler and occupant of any holding, take his formal **receipt** showing the delivery of such certificate, **signed by said settler and occupant**.

---

[9] *Id.*

Supreme Court E-Library

SECTION 13. The acceptance by the settler and occupant of such certificate shall be considered as an agreement by him to pay the purchase price so fixed and in the installments and at the interest specified in the certificate, and he shall from such acceptance become a debtor to the Government in the amount together with all accrued interest. In the event that any such settler and occupant may desire to pay for his holding of said lands in cash, or within a shorter period of time than that above specified, he shall be allowed to do so, and if payment be made in cash the lands shall at once be conveyed to him as above provided. But if purchase is made by installments, the certificate shall so state in accordance with the facts of the transaction; Provided, however, That every settler and occupant who desires to purchase his holding must enter into the agreement to purchase such holding by **accepting the said certificate** and ***executing the said receipt*** whenever called on to do so by the Chief of the Bureau of Public Lands, and a failure on the part of the settler and occupant to comply with this requirement shall be considered as a refusal to purchase, and he shall be ousted as above provided and thereafter his holding may be leased or sold as in case of unoccupied lands: And provided further, That the Chief of the Bureau of Public Lands in this discretion may require to any settler and occupant so desiring to purchase that, pending the investigation requisite to fix the precise extent of his holding and its cost he shall attorn to the Government as its tenant and pay a reasonable rent for the use of his holding; but no such lease shall be for a longer term that three years, and refusal on the part of any settler and occupant so desiring to purchase to execute a lease pending such investigation shall be treated as a refusal either to lease or to purchase, and the Chief of the Bureau of Public Lands shall proceed to oust him as in this Act provided. (emphasis, italics and underscoring supplied)

IN FINE, there is no statutory basis for the requirement of the Department Secretary's signature on the Certificate of Sale, apart from a strained deduction of Section 18.

A deeper consideration of the operative act of compliance with the requirement in Section 18 that "[n]o lease or sale made by Chief of the Bureau of Public Lands under the provisions of this Act shall be valid until **approved** by the Secretary" is in order.[10]

---

[10] *Vide* COMMONWEALTH ACT No. 32 (1936), Sec. 2 also uses the phrase "subject to the approval of the Secretary of Agriculture and Commerce"

Supreme Court E-Library

The general proposition is that a petitioner's claim of ownership must fail in the absence of positive evidence showing the Department Secretary's approval, which cannot simply be presumed or inferred from certain acts.[11]

Jurisprudential review is gainful only insofar as settling that the "approval" by the Department Secretary is indispensable to the validity of the sale. **Case law does *not* categorically state that the required "approval" must be in the form of a *signature* on the Certificate of Sale.** *Alonso v. Cebu Country Club, Inc.*[12] merely declared that the "deed of sale" was "not approved" by the Department Secretary.[13] *Solid State Multi-Products Corp. v. Court of Appeals*[14] simply found that the Department Secretary "approv[ed] th[e] sale without auction" and returned or referred the "application" to the Director of Lands.[15] In *Liao v. Court of Appeals*,[16] the sale certificates were "approved" by a different[17] Department Secretary. *Dela Torre v. Court of Appeals*[18] mentioned nothing about the signature of the Department Secretary, as the instrument of conveyance was yet to be issued.

What then is the positive evidence of "approval" to lend validity to the sale of friar lands?

---

and later the "Secretary of Natural Resources," as amended by COMMONWEALTH ACT No. 316 (1938).

[11] *Alonso v. Cebu Country Club, Inc.*, 462 Phil. 546, 561 (2003).

[12] 426 Phil. 61 (2002).

[13] *Id.* at 71, 81.

[14] 274 Phil. 30 (1991).

[15] *Id.* at 35, 42.

[16] 380 Phil. 400 (2000).

[17] *Id.* at 413-414. It must be noted, however, that when the sale certificates were issued in 1913, the amendatory laws (*supra* note 10) replacing the Secretary of Interior were not yet enacted.

[18] 381 Phil. 819 (2000). The Court denoted that a transfer or assignment of a certificate of sale only needs to be submitted to the Chief of the Bureau of Public Lands for his approval and registration. In the present case, the lack of the approval of the Department Secretary in the Assignments of Sale Certificate is inconsequential (*vide* ACT No. 1120, Sec. 16).

Supreme Court E-Library

The *ponencia*[19] concludes, as a matter of course on the strength of Sections 11, 12 and 15, that the certificate of sale must be **signed** by the Department Secretary for the sale to be valid. As discussed earlier, these three Sections neither support the theory that such signing is required in the sale certificate nor shed light to the specifics of approval.

I submit that the Department Secretary's signature on the certificate of sale is not one of the "requirements for the issuance of the Deed of Conveyance under Act No. 1120." To require another signature of the Department Secretary on the Certificate of Sale, on top of that deemed placed by Order 16-05 on the Deed of Conveyance, is to impose a *redundant* requirement and *render irrelevant the spirit of said Order.*

IN FINE, petitioners having complied with the conditions for the applicability of Order 16-05, their Deed of Conveyance is "deemed signed or otherwise ratified" by said Order.

It bears emphasis that Order 16-05 is a positive act on the part of the Department Secretary to remedy the situation where, all other conditions having been established by competent evidence, the signature of the Department Secretary is lacking. The Order aims to rectify a previous governmental inaction on an otherwise legally valid claim, or affirm an earlier approval shown to be apparent and consistent by a credible paper trail.

Obviously, the incumbent Department Secretary can no longer probe into the deep recesses of his deceased predecessors, or unearth irretrievably tattered documents at a time when the country and its records had long been torn by war, just to satisfy himself with an explanation in the withholding of the signature. The meat of Order 16-05 contemplates such bone of contention as in the present case.

The cloud of doubt regarding the validity of the conveyance to petitioners' predecessors-in-interest having been removed by Order No. 16-05, petitioners' title over Lot 823 of the Piedad Estate is, I submit, valid.

---

[19] *Ponencia*, pp. 92-93.

Supreme Court E-Library

WHEREFORE, I VOTE to declare the Manotoks' Transfer Certificate of Title No. RT-22481 (372302) *VALID*.

I *CONCUR* with the denial of the Barqueses' petition for reconstitution of title, and the declaration of nullity of Felicitas B. Manahan's Deed of Conveyance No. V-200022.

DISSENTING OPINION

CARPIO, *J.*:

In its 18 December 2008 Resolution, this Court remanded these cases to the Court of Appeals, with the following directive:

> The primary focus for the Court of Appeals, as an agent of this Court, in receiving and evaluating evidence should be whether the Manotoks can trace their claim of title to a valid alienation by the Government of Lot No. 823 of the Piedad Estate, which was a Friar Land. On that evidence, this Court may ultimately decide whether annulment of the Manotok title is warranted, similar to the annulment of the Cebu Country Club title in *Alonso*. At the same time, the court recognizes that the respective claims to title by other parties such as the Barques and the Manahans, and the evidence they may submit on their behalf, may have an impact on the correct determination of the status of the Manotok title. It would thus be prudent, in assuring the accurate evaluation of the question, to allow said parties, along with the OSG, to participate in the proceedings before the Court of Appeals. If the final evidence on record definitely reveals the proper claimant to the subject property, the Court would take such fact into consideration as it adjudicates final relief.
>
> For the purposes above-stated, the Court of Appeals is tasked to hear and receive evidence, conclude the proceedings and submit to this Court a report on its findings and recommended conclusions within three (3) months from notice of this Resolution.
>
> To assist the Court of Appeals in its evaluation of the factual record, the Office of the Solicitor General is directed to secure all the pertinent relevant records from the Land Management Bureau and the Department of Environment and Natural Resources and submit the same to the Court of Appeals.

Supreme Court E-Library

After a series of hearings and after evaluating the documentary evidence submitted by the parties, the Court of Appeals submitted its Commissioners' Report recommending the following:

> WHEREFORE, premises considered, it is respectfully recommended to the Honorable Supreme Court *En Banc*:
>
> 1. To deny the reconstitution of the title of Homer L. Barque and to declare TCT No. 210177 null and void *ab initio*;
>
> 2. To declare reconstituted title TCT No. RT-22481 (372302) in the names of the Manotok children and grandchildren as well as all other derivative titles null and void *ab initio*. As such, the Register of Deeds of Quezon be directed to cancel TCT No. RT-22481 (372302) and all its derivative titles;
>
> 3. To declare null and void the Deed of Conveyance No. V-200022 dated October 30, 2000 issued to Felicitas B. Manahan;
>
> 4. To declare Lot 823 of the Piedad Estate as still part of the patrimonial property of the National Government and for the Solicitor General to take appropriate action to recover the subject lot from the MANOTOKS.
>
> Respectfully submitted.[1]

Acting on the Commissioners' Report, the Court in its majority opinion denies the petitions of the Manotoks and the interventions of the Manahans, and declares void TCT No. RT-22481 (372302) in the name of Severino Manotok IV, *et al*. The dispositive portion of the majority opinion states:

> WHEREFORE, the petitions filed by the Manotoks under Rule 45 of the 1997 Rules of Civil Procedure, as amended, as well as the petition-in-intervention of the Manahans, are DENIED. TCT No. RT-22481 (372302) in the name of Severino Manotok IV, *et al*. is hereby declared NULL and VOID, and the Register of Deeds of Caloocan City is hereby ordered to CANCEL the same. Lot 823 of the Piedad Estate, Quezon City, legally belongs to the NATIONAL GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, without prejudice to the institution of REVERSION proceedings by the State through the Office of the Solicitor General.

[1] pp. 218-219.

Supreme Court E-Library

With costs against petitioners.

SO ORDERED.

I dissent from the opinion of the majority insofar as it declares that the absence of approval by the Secretary of the Interior/ Agriculture and Natural Resources of Sale Certificate No. 1054 and Deed of Conveyance No. 29204 warrants the annulment of the Manotoks' title.

The majority opinion is premised on Section 18 of Act No. 1120,[2] which provides:

> Section 18. No lease or sale made by Chief of the Bureau of Public Lands under the provisions of this Act shall be valid until approved by the Secretary of the Interior.

Under Section 18, any sale of friar land by the Chief of the Bureau of Public Lands (now Director of Lands) shall not be valid until approved by the Secretary. This means that the Secretary, under Section 18, approves the sale and thus signs the Deed of Conveyance upon full payment of the purchase price. However, under Section 12 of Act No. 1120, the Director of Lands signs the Sales Certificate upon payment of the first installment.[3] Section 12 of Act No. 1120 provides:

> Section 12. It shall be the duty of the Chief of the Bureau of Public Lands by proper investigation to ascertain what is the actual value of the parcel of land held by each settler and occupant, taking into consideration the location and quality of each holding of land, and any other circumstances giving its value. The basis of valuation shall likewise be, so far as practicable, such that the aggregate of the values of all the holdings included in each particular tract shall be equal to the cost to the Government to the entire tract, including the cost of surveys, administration and interest upon the purchase money to the time of sale. **When the cost thereof shall have been thus ascertained, *the Chief of the Bureau of Public Lands shall give the said settler and occupant a certificate* which shall set forth in detail that the Government has agreed to sell to such settler and occupant the amount of land so held by him, at the**

[2] Friar Lands Act.

[3] See *Dela Torre v. Court of Appeals*, 381 Phil. 819 (2002).

Supreme Court E-Library

price so fixed, payable as provided in this Act at the office of the Chief of Bureau of Public Lands, in gold coin of the United States or its equivalent in Philippine currency, and that upon the payment of the final installment together with all accrued interest the Government will convey to such settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act. The Chief of the Bureau of Public Lands shall, in each instance where a certificate is given to the settler and occupant of any holding, take his formal receipt showing the delivery of such certificate, signed by said settler and occupant.[4] (Boldfacing and italicization supplied)

Under Section 12, it is only the Director of Land who signs the Sales Certificate. The Sales Certificate operates as a contract to sell which, under the law, the Director of Lands is authorized to sign and thus bind the Government as seller of the friar land. This transaction is a sale of private property because friar lands are patrimonial properties of the Government.[5] In short, the

[4] Section 122 of the Land Registration Act provides:

Sec. 122. Whenever public lands in the Philippine Islands belonging to the Government of the United States or to the Government of the Philippine Islands are alienated, granted, or conveyed to persons or to public or private corporations, the same shall be brought forthwith under the operation of this Act and shall become registered lands. It shall be the duty of the official issuing the instrument of alienation, grant, or conveyance in behalf of the Government to cause such instrument, before its delivery to the grantee, to be filed with the register of deeds for the province where the land lies and to be there registered like other deeds and conveyances, whereupon a certificate shall be entered as in other cases of registered land, and an owner's duplicate certificate issued to the grantee. The deed, grant, or instrument of conveyance from the Government to the grantee shall not take effect as a conveyance or bind the land, but shall operate as a contract between the Government and the grantee and as evidence of authority to the clerk or register of deeds to make registration. The act of registration shall be the operative act to convey and affect the lands, and in all cases under this Act registration shall be made in the office of the register of deeds for the province where the land lies. The fees for registration shall be paid by the grantee. After due registration and issue of the certificate and owner's duplicate such land shall be registered land for all purposes under this Act.

[5] *Alonso v. Cebu Country Club, Inc.*, Resolution, 462 Phil. 546 (2003) citing *Jacinto v. Director of Lands*, 49 Phil. 853 (1926).

Supreme Court E-Library

law expressly authorizes the Director of Lands to sell private or patrimonial property of Government under a contract to sell. On the other hand, under Section 18, the Secretary signs the Deed of Conveyance because the Secretary must approve the sale made initially by the Director of Lands. The Deed of Conveyance operates as a deed of absolute sale which the Secretary signs upon full payment of the purchase price. The Deed of Conveyance, when presented, is authority for the Register of Deeds to issue a new title to the buyer as provided in Section 122 of the Land Registration Act.

The majority cite the ruling in *Alonso v. Cebu Country Club, Inc.*[6] and other cases[7] which held that the approval of the Secretary of Agriculture and Commerce is indispensable for the validity of the sale of friar lands. Following the ruling in these cases, the majority hold that Sale Certificate No. 1054 and Deed of Conveyance No. 29204 are void.

Alonso categorically held that "(a)pproval by the Secretary of Agriculture and Commerce is indispensable for the validity of the sale."[8] The majority further cite the resolution of the motion for reconsideration in *Alonso*, thus:

> Section 18 of Act No. 1120 or the Friar Lands Act unequivocally provides: 'No lease or sale made by the Chief of the Bureau of Public Lands (now Director of Lands) under the provisions of this Act shall be valid until approved by the Secretary of Interior (now, the Secretary of Natural Resources).' Thus, petitioners' claim of ownership must fail in the absence of positive evidence showing the approval of the Secretary of Interior. Approval of the Secretary of the Interior cannot simply be presumed or inferred from certain acts since the law is explicit in its mandate. This is the settled rule as enunciated in *Solid State Multi-Products Corporation vs. Court of Appeals* and reiterated

---

[6] 426 Phil. 61 (2002).

[7] The *ponente* also cited *Solid State Multi-Products Corporation v. Court of Appeals*, 274 Phil. 30 (1991) and *Liao v. Court of Appeals*, 380 Phil. 400 (2000).

[8] *Supra* note 6 at 81-82.

Supreme Court E-Library

in *Liao vs. Court of Appeals*. Petitioners have not offered any cogent reason that would justify a deviation from this rule.[9]

However, the ruling in *Alonso* was superseded with the issuance by then Department of Environment and Natural Resources (DENR) Secretary Michael T. Defensor of DENR Memorandum Order No. 16-05,[10] which provides:

WHEREAS, it appears that there are uncertainties in the title of the land disposed by the Government under Act 1120 or the Friar Lands Act due to the lack of the signature of the Secretary on the Deeds of Conveyance;

WHEREAS, said Deeds of Conveyance were only issued by the then Bureau of Lands (now the Land Management Bureau) after full payment had been made by the applicants thereon subject to the approval of the Secretary of the then Department of Interior, then Department of Agriculture and Natural Resources and presently, the Department of Environment and Natural Resources, in accordance with Act 1120;

WHEREAS, **some of these Deeds of Conveyance on record in the field offices of the Department and the Land Management Bureau do not bear the signature of the Secretary despite full payment by the friar land applicant as can be gleaned in the Friar Lands Registry Book**;

WHEREAS, **it is only a ministerial duty on the part of the Secretary to sign the Deed of Conveyance once the applicant had already made full payment on the purchase price of the land**;

WHEREFORE, for and in consideration of the above premises, and **in order to remove all clouds of doubt regarding the validity of these instruments, it is hereby declared that *all* Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or otherwise ratified by this Memorandum Order** provided, however, that full payment of the purchase price of the land and compliance with all the other requirements for the issuance of the Deed of Conveyance under Act 1120 have been accomplished by the applicant;

---

[9] *Alonso v. Cebu Country Club, Inc.*, Resolution, *supra* note 5.

[10] Dated 27 October 2005.

Supreme Court E-Library

This Memorandum Order, however, does not modify, alter or otherwise affect any subsequent assignments, transfers and/or transactions made by the applicant or his successors-in-interest or any rights arising therefrom after the issuance of a Transfer Certificate of Title by the concerned Registry of Deeds. (Italicization and boldfacing supplied)

Despite the issuance of DENR Memorandum Order No. 16-05, the majority still hold that the memorandum order does not apply to the Manotoks' title. The majority assert that the Manotoks could not benefit from DENR Memorandum Order No. 16-05 because the memorandum order refers only to deeds of conveyance on file with the records of DENR "**field offices**."

I find the majority's limited application of DENR Memorandum Order No. 16-05 erroneous.

While the third WHEREAS clause of DENR Memorandum Order No. 16-05 refers to Deeds of Conveyance on record in the "field offices" of the DENR, the dispositive portion categorically states that "***all* Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or otherwise ratified**" by the Memorandum Order. The word "all" means everything, without exception. DENR Memorandum Order No. 16-05 should apply to **all Deeds of Conveyance**, as declared in its dispositive portion, and should not be limited to those on file in DENR "field offices."

Assuming, however, that only records on file in the DENR "field offices" are covered by DENR Memorandum Order No. 16-05, **the DENR has a "field office" in Manila**[11] **for land titles in the National Capital Region (NCR) region**. **This "field office" in Manila is the DENR's Regional Office for the NCR, which is one of the country's 17 administrative regions. In fact, there is no city or municipality in the Philippines that is not under a "field office" of the DENR**. Executive Order No. 192[12] provides:

---

[11] The field office for NCR is located at L & S Building, Roxas Boulevard, Manila.

[12] Order Providing for Reorganization of the Department of Environment, Energy and Natural Resources, Renaming it as the Department of Environment and Natural Resources, and For Other Purposes. Dated 10 June 1987.

Supreme Court E-Library

> Section 20. Field Offices of the Department
>
> **The *field offices* of the Department are the Environment and Natural Resources *Regional Offices* in the thirteen (13) [now seventeen (17)] administrative regions of the country, the Environment and Natural Resources Provincial Office in every province and the Community Office in municipalities whenever deemed necessary**.[13] The regional offices of the Bureau of Forest Development, Bureau of Mines and Geo-sciences, and Bureau of Lands in each of the thirteen (13) administrative regions and the research centers of the Forest Research Institute are hereby integrated into the Department-wide Regional Environment and Natural Resources Office of the Department, in accordance with Section 24(e) hereof. A Regional Office shall be headed by a Regional Executive Director (with the rank of Regional Director) and shall be assisted by five (5) Regional Technical Directors (with the rank of Assistant Regional Director) each for Forestry, Land Management, Mines and Geo-sciences, Environmental Management, and Ecosystems Research. The Regional Executive Directors and Regional Technical Directors shall be Career Executive Service Officers. (Boldfacing and italicization supplied)

Clearly, as expressly stated in Section 20 of Executive Order No. 192, all DENR Regional Offices, including the Regional Office in NCR, are "field offices" of the DENR.

Quezon City, where the land in question is situated, is under DENR's NCR "field office." **In 1919, when the Government sold the subject friar land to the Manotoks' predecessors-in-interest, the land was part of the province of Rizal,**[14] **which also has a "field office."** Indisputably, DENR Memorandum Order No. 16-05 applies to all Deeds of Conveyance of friar lands anywhere in the Philippines without exception. Thus, conveyances of land within the NCR, including the conveyance to the Manotoks, are covered by DENR Memorandum Order No. 16-05.

The first WHEREAS clause clearly states that **what DENR Memorandum Order No. 16-05 seeks to cure are the**

---

[13] There are now 17 Administrative Regions. See http://www. philippines_ archipelago.com/

[14] CA *rollo*, Vol. 11, p. 7226.

Supreme Court E-Library

"uncertainties in the title of the land disposed by the Government under Act 1120 or the Friar Lands Act due to the lack of signature of the Secretary on the Deeds of Conveyance." If we apply DENR Memorandum Order No. 16-05 only to Deeds of Conveyance on record in the "field offices" outside of NCR, the purpose of the issuance of DENR Memorandum Order No. 16-05 will not be fully accomplished.

The total number of areas covered by friar lands is 396,690.20 acres[15] divided as follows:

Estate	Area (in acres)
Banilad	4,812.50
Binagbag	736.88
Biñan	9,147.50
Calamba	34,182.50
Dampol	2,322.33
Guiguinto	2,364.21
Imus	45,607.50
Isabela	49,727.50
Lolomboy	12,943.73
Malinta	8,935.00
Matamo	29.50
Muntinlupa	**7,067.50**
Naic	19,060.00
Orio	2,290.00
Piedad	**9,650.00**
San Francisco de Malabon	**28,622.50**
San Jose	58,165.00
San Marco	218.55
Santa Cruz de Malabon	**24,487.50**
Santa Maria de Pandi	25,855.00
Santa Rosa	13,675.00
Tala	**16,740.00**

[15] 160,535.828 hectares.

Supreme Court E-Library

Talisay-Minglanilla	20,050.00[16]
	Total 396,690.20

The total area of friar lands in NCR, specifically in Muntinlupa, Piedad, San Francisco de Malabon, Santa Cruz de Malabon, and Tala is 86,567.50 acres or *35,032.624 hectares.* If DENR Memorandum Order No. 16-05 will not be applied to these areas, the Court will be disquieting the titles held by generations of landowners since the passage in 1904 of Act No. 1120. Thousands, if not hundreds of thousands, of landowners could be dispossessed of their lands in these areas.

The majority opinion's limited application of DENR Memorandum Order No. 16-05 is violative of the equal protection clause of the Constitution which requires, for valid classification, the following:

(1) It must be based upon substantial distinctions;

(2) It must be germane to the purposes of the law;

(3) It must not be limited to existing conditions only; and

(4) It must apply equally to all members of the class.[17]

The groupings must be characterized by substantial distinctions that make for real differences so that one class may be treated and regulated differently from another.[18] To limit the application of DENR Memorandum Order No. 16-05 to Deeds of Conveyance in the "field offices" **outside of NCR** would be discriminatory as there is no substantial distinction between the files on record in the DENR "field offices" outside of NCR and the files on record in the DENR "field office" in NCR.

---

[16] THE FRIAR-LAND INQUIRY PHILIPPINE GOVERNMENT [Reports by W. Cameron Forbes, Governor-General, Dean C. Worcester, Secretary of the Interior, and Frank W. Carpenter, Executive Secretary], p. 177 (1910).

[17] See *Quinto v. Commission on Elections*, G.R. No. 189698, 1 December 2009, 606 SCRA 258.

[18] See *Central Bank Employees Assoc., Inc. v. Bangko Sentral ng Pilipinas*, 487 Phil. 531 (2004).

Supreme Court E-Library

More importantly, the Manotoks became owners of the land upon their full payment of the purchase price to the Government on 7 December 1932. Upon such full payment, the Manotoks had the right to demand conveyance of the land and issuance of the corresponding title to them. This is the law and jurisprudence on friar lands.

Thus, the Court has held that in cases of sale of friar lands, the only recognized resolutory condition is non-payment of the full purchase price.[19] Pursuant to Section 12 of Act No. 1120, **"upon payment of the last installment together with all accrued interest[,] the Government will convey to [the] settler and occupant the said land so held by him by proper instrument of conveyance, which shall be issued and become effective in the manner provided in section one hundred and twenty-two of the Land Registration Act."** Once it is shown that the full purchase price had been paid, the issuance of the proper certificate of conveyance necessarily follows. There is nothing more that is required to be done as the title already passes to the purchaser.

The Court has ruled that equitable and beneficial title to the friar land passes to the purchaser from the time the first installment is paid and a certificate of sale is issued.[20] When the purchaser finally pays the final installment on the purchase price and is given a deed of conveyance and a certificate of title, the title, at least in equity, ***retroacts*** to the time he first occupied the land, paid the first installment and was issued the corresponding certificate of sale.[21] The sequence then is that a certificate of sale is issued upon payment of the first installment. Upon payment of the final installment, the deed of conveyance is issued.

It is the Deed of Conveyance that must bear the signature of the Secretary of Interior/Agriculture because it is only when the final installment is paid that the Secretary can approve the sale, the purchase price having been fully paid.

---

[19] *Dela Torre v. Court of Appeals, supra* note 3.

[20] *Id.*

[21] *Id.*

Supreme Court E-Library

This is why DENR Memorandum Order No. 16-05 refers only to the Deed of Conveyance, and not to the Sale Certificate, as the document that is "deemed signed" by the Secretary. **In short, Section 18 of Act No. 1120 which states that "(n)o xxx sale xxx shall be valid until approved by the Secretary of Interior" refers to the approval by the Secretary of the Deed of Conveyance.**

DENR Memorandum Order No. 16-05 expressly acknowledges that "**it is only a *ministerial duty* on the part of the Secretary to sign the Deed of Conveyance once the applicant had already made full payment on the purchase price of the land**." The majority ***expressly admit*** in their *Reply to the Dissenting Opinion* that Memorandum Order No. 16-05:

> x x x ***correctly* stated that it is only a *ministerial duty* on the part of the Secretary to sign the Deed of Conveyance once the applicant had made full payment on the purchase price of the land. Jurisprudence teaches us that *notwithstanding the failure of the government to issue the proper instrument of conveyance* when the purchaser finally pays the final installment of the purchase price, *the purchaser of friar land still acquired ownership over the subject land***. (Italicization supplied)

To repeat, the majority **expressly admit** that it is the ***ministerial duty*** of the Secretary to sign the Deed of Conveyance once the purchaser of friar land, like the Manotoks, pays in full the purchase price. The majority also **expressly admit** that upon such full payment the purchaser acquires ownership of the land ***"notwithstanding the failure"*** of the Secretary to sign the Deed of Conveyance.

The Manotoks proved beyond any doubt that they purchased, and paid for in full, the land. Deed of Conveyance No. 29204, dated 7 December 1932, on its face expressly acknowledged receipt by the Government of the amount of ₱2,363.00 in consideration for Lot 823 granted and conveyed to Severino Manotok.[22] Thus, Deed of Conveyance No. 29204 states:

---

[22] CA *rollo*, Vol. 7, p. 3489.

Supreme Court E-Library

I, the Acting DIRECTOR OF LANDS, acting for an (sic) on behalf of the GOVERNMENT OF THE PHILIPPINE ISLANDS, in consideration of TWO THOUSAND THREE HUNDRED SIXTY THREE AND 00/100 pesos (₱2,363.00), **receipt whereof is acknowledged**, do hereby grant and convey to SEVERINO MANOTOK, Filipino, of legal age, married to Maria Ramos, residing at 2318 J. Luna, Tondo, Manila in the City of Manila and his heirs and assigns, Lot No. 823 of the PIEDAD Friar Lands Estate, situated in the Municipality of Caloocan, Province of Rizal, Philippine Islands, containing 34 hectares, 29 ares and 45 centares, according to subdivision plan No. A-6 as approved by the Court of Land Registration on the 25th day of July, 1913 and described On the back hereof of which land the government OF THE PHILIPPINE ISLANDS is the registered owner in accordance with the provisions of the Land Registration Act, title thereto being evidenced by Certificate No. 614 of the land records of the province.[23] (Emphasis supplied)

To repeat, Deed of Conveyance No. 29204 expressly and unequivocally acknowledged that Severino Manotok had fully paid the purchase price to the Government. **Since the majority expressly admit that upon full payment of the purchase price it becomes the ministerial duty of the Secretary to approve the sale, then the majority must also necessarily admit that the approval of the Secretary is a mere formality that has been complied with by the issuance of Memorandum Order No. 16-05. Since the majority further expressly admit that upon full payment of the purchase price ownership of the friar land passes to the purchaser, *despite the failure of the Secretary to sign the Deed of Conveyance*, then the majority must also necessarily admit that the Manotoks became the absolute owners of the land upon their full payment of the purchase price on 7 December 1932.**

In short, the majority categorically admit that upon full payment of the purchase price, the buyer *ipso facto* becomes the absolute owner of the friar land, and it becomes the ***ministerial duty*** of the Secretary, who cannot otherwise refuse, to sign the Deed of Conveyance. As absolute owners of the land who have fully paid the purchase price to the Government, and whose ownership

[23] *Id.*

Supreme Court E-Library

retroacted to 10 March 1919,[24] the Manotoks have the right to compel the Secretary, and the Secretary has the ministerial duty, to sign Deed of Conveyance No. 29204. In fact, the Manotoks have been paying the real estate taxes on the land since at least 1933. The Office of the Provincial Assessor declared the title in Severino Manotok's name for tax purposes on 9 August 1933[25] and assessed Severino Manotok beginning with the year 1933.

Indisputably, upon full payment of the purchase price, full and absolute ownership passes to the purchaser of friar land. In the case of the Manotoks' title, the Deed of Conveyance was issued except that it lacked the signature of the Secretary which the majority erroneously hold is still indispensable pursuant to *Alonso*. However, *Alonso* should not be applied to the Manotoks' title because DENR Memorandum Order No. 16-05 was not yet issued when the Court decided *Alonso.* The absence of the Secretary's signature in the Deed of Conveyance in *Alonso* was never cured and hence the Court in *Alonso* voided the Deed of Conveyance. Besides, in *Alonso* the corresponding torrens title was never issued even after a lapse of 66 years from the date of the Deed of Conveyance.[26] In sharp contrast, here the lack of the Secretary's signature in the Manotoks' Deed of Conveyance No. 29204 was cured by the issuance of DENR Memorandum Order No. 16-05, which expressly states that **"all Deeds of Conveyance that do not bear the signature of the Secretary are deemed signed or ratified x x x."** Moreover, the Manotoks have been issued their torrens title way back in 1933.

Section 122 of Act No. 496[27] states that "[i]t shall be the duty of the official issuing the instrument of alienation, grant, or conveyance in behalf of the Government to cause such instrument, before its delivery to the grantee, to be filed with

---

[24] Date of Sale Certificate No. 1054.

[25] CA *rollo*, Vol. 7, p. 3191.

[26] From the time the final deed of sale was issued in 1926 until the filing of the complaint in 1992.

[27] The Land Registration Act.

Supreme Court E-Library

the register of deeds for the province where the land lies and to be there registered like other deeds and conveyances, whereupon a certificate shall be entered as in other cases of registered land, and an owner's duplicate certificate issued to the grantee." TCT No. 22813 would not have been issued in the name of Severino Manotok if Deed of Conveyance No. 29204 had not been delivered to the Register of Deeds of the Province of Rizal to which the land covered by the Manotoks' title then belonged. The Manotoks should not be punished if the documents leading to the issuance of TCT No. 22813 could no longer be found in the files of the government office, considering that these were pre-war documents and considering further the lack of proper preservation of documents in some government agencies.

The fact remains that the Manotoks were able to present a certified true copy of Deed of Conveyance No. 29204 secured from the National Archives which is the official repository of government and public documents. This Deed of Conveyance No. 29204 was signed by the Director of Lands and lacked only the signature of the Secretary of Interior/ Agriculture. Memorandum Order No. 16-05 speaks of "*all* Deeds of Conveyance that do not bear the signature of the Secretary" and thus includes Deed of Conveyance No. 29204. Under Memorandum Order No. 16-05, such Deeds of Conveyance "are deemed signed" by the Secretary. Clearly, Memorandum Order No. 16-05 applies squarely to the Manotoks' title for two reasons. First, Deed of Conveyance No. 29204 was signed by the Director of Lands but lacked only the signature of the Secretary. Second, the purchase price for the land subject of Deed of Conveyance No. 29204 had been fully paid on 7 December 1932, more than 77 years ago.

The majority argue that Memorandum Order No. 16-05 cannot supersede or amend Section 18 of Act 1120. The majority likewise state that administrative issuances such as Memorandum Order No. 16-05 must conform to and must not contravene existing laws.

Supreme Court E-Library

There is no conflict between Memorandum Order No. 16-05 and Section 18 of Act No. 1120. Memorandum Order No. 16-05 recognizes the formality of the signature of the Secretary of Interior/Agriculture on Deeds on Conveyances. Memorandum Order No. 16-05 complies with Section 18 of Act No. 1120 by ratifying the Deeds of Conveyances that were not signed, for one reason or another, by the Secretary. Memorandum Order No. 16-05 only supplies a formality because as the majority expressly admit, the signature of the Secretary is merely a ministerial act upon full payment of the purchase price. Memorandum Order No. 16-05 does not dispense with the Secretary's signature but rather cures the absence of such signature by stating that "all Deeds of Conveyance that do not bear the signature of the Secretary are **deemed signed**." It is as if the DENR Secretary signed each and every Deed of Conveyance that lacked the signature of the Secretary, provided of course that the purchase price had been fully paid. To repeat, Memorandum Order No. 16-05 applies to Deed of Conveyance No. 29204 because the land was already fully paid and the Deed of Conveyance was signed by the Director of Lands but only lacked the signature of the Secretary of Interior/Agriculture.

The majority assert that Section 18 of Act No. 1120 should be read in conjunction with Section 15 and that "[w]here there is no valid certificate of sale in the first place, the purchaser does not acquire any right of possession and purchase." The majority state that "the existence of a valid certificate of sale must first be established with clear and convincing evidence before a purchaser is deemed to have acquired ownership over a friar land ***notwithstanding*** **the non-issuance by the Government, for some reason or another, of a deed of conveyance after completing the installment payments.**" The majority grossly misappreciate the facts. Here, the Government issued Deed of Conveyance No. 29204 to the Manotoks, the existence of which the Government does not dispute. Moreover, the existence of the Manotoks' Sale Certificate No. 1054 has been established beyond any doubt by the existence of three succeeding Deeds of Assignment of Sale Certificate No. 1054.

Supreme Court E-Library

While the Land Management Bureau (LMB) has no copy of the original Sale Certificate No. 1054 dated 10 March 1919 in the names of Regina Geronimo, Modesto Zacarias and Felicisimo Villanueva (the original grantees),[28] **the LMB has on its file the original of *Assignment of Sale Certificate No. 1054* between Regina Geronimo, Zacarias Modesto and Felicisimo Villanueva as assignors and Zacarias Modesto as assignee, dated 11 March 1919,**[29] **and approved by the Director of Lands on 22 March 1919.**[30] **The National Archives has a copy of the *Assignment of Sale Certificate No. 1054* dated 7 June 1920**[31] **between Zacarias Modesto as assignor and Severino Manotok and M. Teodoro as assignees. The LMB also has on its file the original of *Assignment of Sale Certificate No. 1054* dated 4 May 1923**[32] **between M. Teodoro and Severino Manotok as assignors and Severino Manotok as assignee and approved on 23 June 1923 by the Acting Director of Lands**.[33]

The Assignment of Sale Certificate, which is an official form document of the Bureau of Lands, Friar Lands Division, states:

Department of Agriculture and Natural Resources
Bureau of Lands
Friar Lands Division

PIEDAD ESTATE }

RIZAL PROVINCE} ASSIGNMENT OF SALE CERTIFICATE 1054

This Assignment, made in duplicate, between M. Teodoro and Severino Manotok as ASSIGNOR, and SEVERINO MANOTOK as ASSIGNEE.

---

[28] CA *rollo*, vol. 11, p. 7224 as per the letter, dated 1 December 2009, of Atty. Fe T. Tuanda, OIC of the Records Management Division.

[29] *Id.* at 7226.

[30] *Id.* at 7227.

[31] CA *rollo*, Vol. 12, p. 8590.

[32] CA *rollo*, Vol. 11, p. 7230.

[33] *Id.* at 7231.

Supreme Court E-Library

Witnesseth: That the Assignor, for and in consideration of the sum ₱ receipt whereof is acknowledged, hereby sells, assigns and transfers to the said ASSIGNEE all right, title, and interest in and to lot 823 of the said Estate, acquired under and by the terms of sale certificate numbered 1054 dated March 10, 1919, together with all buildings and improvements on the said lot belonging to the said ASSIGNOR.

The said ASSIGNEE hereby accepts the said assignment and transfer and expressly agrees to be bound by and to keep and perform all the covenants and conditions expressed in the said sale certificate to be kept and performed by the VENDEE therein.

In Testimony Whereof, we hereunto set our hands.

Manila Manila Province, May 4, 1923.

(Sgd.) M. Teodoro
(Sgd.) Severino Manotok
Assignor

Manila Manila Province, May 4, 1923.

(Sgd.) Severino Manotok
Assignee

Signed in the presence of:

(Sgd.) no printed name
(Sgd.) no printed name

PHILIPPINE ISLANDS }
Province of Manila }ss. May 5, 1923

Before me, on the date and at the place above written, personally appeared the ASSIGNOR executing the foregoing instrument, who acknowledged it to be his free act and deed and exhibited his certificate of registration numbered F-87330 & F-30510 issued at Manila, & Manila, and dated March 12, 1923 & Feb. 28, 1923.

(Sgd.) no printed name
Notary Public, City of Manila
Commission expires on Dec. 31, 1924

Register No. 1001
Page 34.

Supreme Court E-Library

PHILIPPINE ISLANDS }
Province of Manila }ss. May 5, 1923

Before me, on the date and at the place above written, personally appeared the ASSIGNEE executing the foregoing instrument, who acknowledged it to be his free act and deed and exhibited his certificate of registration numbered F-30510 issued at Manila, and dated February 28, 1923.

(Sgd.) no printed name
Register No. 1001 Notary Public, City of Manila
Page 34. Commission expires on Dec. 31, 1924

APPROVED: JUN 23 1923

(Sgd.) no printed name
Acting Director of Lands[34]

The **original** of ***Assignment of Sale Certificate No. 1054*** dated 4 May 1923 to Severino Manotok is **on file** with the Land Management Bureau as confirmed in the letter dated 1 December 2009 of Atty. Fe T. Tuanda, OIC of the Records Management Division.[35]

The Manotoks also submitted the **original** of Official Receipt No. 675257 dated 20 February 1929[36] issued by the Special Collecting Officer/Friar Lands Agent to Severino Manotok "For certified copy of Assignment of S. C. No. 1054 for lot no. 823." These documents indubitably show that, contrary to the majority's view, the Manotoks proved beyond any doubt the existence of Sale Certificate No. 1054 and the valid alienation by the Government of Lot No. 823.

The majority state that after the ruling of this Court in *Alonso*, Congress passed Republic Act No. 9443[37] (RA 9443) which provides:

---

[34] *Id.* at 7230-7231.

[35] *Id.* at 7224.

[36] CA *rollo*, Vol. 7, p. 3150.

[37] An Act Confirming and Declaring, Subject to Certain Exceptions, the Validity of Existing Transfer Certificates of Title and Reconstituted Certificates

Supreme Court E-Library

Section 1. All existing Transfer Certificates of Title and Reconstituted Certificates of Title duly issued by the Register of Deeds of Cebu Province and/or Cebu City covering any portions of the Banilad Friar Lands Estate, notwithstanding the lack of signatures and/or approval of the then Secretary of the Interior (later Secretary of Agriculture and Natural Resources) and/or the then Chief of the Bureau of Public Lands (later Director of Public Lands) in the copies of the duly executed Sale Certificates and Assignments of Sales Certificates, as the case may be, now on file with the Community Environment and Natural Resources (CENRO), Cebu City, are hereby confirmed and declared as valid titles and the registered owners recognized as absolute owners thereof.

This confirmation and declaration of validity shall in all respects be entitled to like effect and credit as a decree of regisration, binding the land and quieting the title thereto and shall be conclusive upon and against all persons, including the national government and all branches thereof; except when, in a given case involving a certificate of title or reconstituted certificate of title, there is clear evidence that such certificate of title or reconstituted certificate of title was obtained through fraud, in which case the solicitor general or his duly designated representative shall institute the necessary judicial proceeding to cancel the certificate of title or reconstituted certificate of title as the case may be, obtained through such fraud.

The majority declare that "[t]he enactment of RA 9443 signifies the legislature's recognition of the statutory basis of the *Alonso* ruling to the effect that in the absence of signature and/or approval of the Secretary of Interior/Natural Resources in the Certificates of Sale on file with the CENRO, the sale is not valid and the purchaser has not acquired ownership of the friar land. Indeed, Congress found it imperative to pass a new law in order to exempt the already titled portions of the Banilad Friar Lands Estate from the operation of Sec. 18."

While RA 9443 refers only to the Banilad Friar Lands Estate, to limit its application solely to the Banilad Friar Lands Estate will result in class legislation. RA 9443 should be extended to lands similarly situated. In *Central Bank Employees Assoc.*,

---

of Title Covering the Banilad Friar Lands Estate, Situated in the First District of the City of Cebu. Approved on 9 May 2007.

Supreme Court E-Library

Inc. v. Bangko Sentral ng Pilipinas,[38] the Court ruled that the grant of a privilege to rank-and-file employees of seven government financial institutions and its denial to BSP rank-and-file employees breached the latter's equal protection. In that case, the Court stated that "*[a]likes are being treated as unalikes without any rational basis.*"[39] That is the situation in the present case if RA 9443 shall apply only to the Banilad Friar Lands Estate. There is no substantial distinction between the sale of friar lands in Banilad and the sale of friar lands in other places except for their location. The Court further stated in *Central Bank Employees Assoc., Inc.*:

> [I]t must be emphasized that the equal protection clause does not demand absolute equality *but it requires that all persons shall be treated alike, under like circumstances and conditions both as to privileges conferred and liabilities enforced.* Favoritism and undue preference cannot be allowed. For the principle is that equal protection and security shall be given to every person under circumstances which, if not identical, are analogous. If law be looked upon in terms of burden or charges, those that fall within a class should be treated in the same fashion; whatever restrictions cast on some in the group is equally binding on the rest.[40]

As such, if the lack of signatures and approval of the Secretary of Interior/Agriculture and the Director of Lands were cured with the passage of RA 9443, the benefits of the law should apply to other lands similarly situated.

ACCORDINGLY, I vote to (1) sustain the validity of Deed of Conveyance No. 29204, and *DECLARE* the Manotoks' title, namely, TCT No. RT-22481 (372302), *VALID***;** (2) *DENY* the reconstitution of the title of Homer L. Barque and *DECLARE* TCT No. 210177 *VOID*; and (3) *DECLARE* Deed of Conveyance No. V-20022 issued to Felicitas B. Manahan *VOID*.

---

[38] *Supra* note 18.

[39] Italicization in the original.

[40] *Id.* at p. 583. Italicization in the original.

Supreme Court E-Library

DISSENTING OPINION

SERENO, *J.*:

The function of law in modern societies is to allow a people to forge its common destiny and uphold its shared values in a predictable and orderly manner. Except in authoritarian regimes where the consent of the governed is immaterial from the point of view of the ruler and where illegitimate force compels obeisance, aspiring modern democracies collectively assign to the State the function of keeping order, not only in the streets, but in a more fundamental way – in meeting expectations that have been spelled out in the legal system. The function of courts, especially that of the Philippine Supreme Court within the State apparatus, is to issue judicial edicts that consistently uphold legitimate expectations to promote stability and not chaos. Thus a decision that introduces instability without an overweening legal reason that has emanated from the people themselves or from the legislature should instinctively be avoided by the Supreme Court. This the majority failed to do.

The Majority Decision accomplished only the following: (1) it introduced a stale, formalistic technical requirement into the system of acquisition of friar lands that trumps satisfaction of all the other elements of lawful, effective possession and ownership thereof; (2) it imbued a rigid meaning into the term "approval" by the Secretary of Agrarian and Natural Resources that ignores the wealth of jurisprudence in administrative law including the notion of operative facts and tacit approval; (3) it enabled forgers of documents to land to take advantage of the antiquity of a land system, or the fact that the land system had endured massive destruction of its records due to fire, to attack land titles made vulnerable by these circumstances; (4) it encouraged a microscopic scrutiny of all the technical requirements 106 years after the system of disposition of friar lands was set up, thus endangering the property rights of all title holders to friar lands; and (5) it left open to attack the established legal principles on sales and perfection of contracts. Contrary to the presumed intent of the majority of my brethren, their opinion has not

Supreme Court E-Library

succeeded in clarifying the legal regime on friar lands but has instead created dangers for the system of property rights in the Philippines.

Thus, I lend my voice to the Dissenting Opinions of Justices Carpio and Carpio Morales. The majority should have considered the reasoning and objectives behind the Carpio and Carpio Morales Dissenting Opinions as promotive of property rights. Without stability of property rights, the country's economic development process and the pursuit of each man's right to happiness will in the long run be negated. This in turn up-ends expectations on the part of the body politic that transactions between property right holders and transferees of such rights will be respected. This respect for the sanctity of such transactions is supposed in turn to create a virtuous cycle of commerce, the end result being that of a prosperous wealth-creating system. What the Majority Decision did is exactly opposite the intent of our Constitution, when, in various provisions, it makes a stable market mechanism equivalent to economic due process. In Article II, Section 5 of the Constitution, the protection of property is deemed essential for the enjoyment by all the people of the blessings of democracy. The just and dynamic social order described in Section 9 of the same Article envisions a market system where transactions validly entered upon are upheld by courts. Article II, Section 1 in effect guarantees that the possession of all the requisites for title-holding by persons not be disturbed save by superior legal bases.

Should the legal system fail to promote the stability of property rights, there will be an increase in the uncertainty surrounding economic outcomes. If stability cannot be ensured and there is a lack of credible commitment on the part of the ruling body to safeguard the rights of the right-bearers (*i.e.* the holders of rights to property), the value of property is undermined by risk and there is far less incentive for investment. The choices economic entities make will be severely limited, being hampered by these disincentives, and as a result, economic growth will drop. Unpredictability and uncertainty with regard to future values, as well as the inefficiencies of outcomes brought about by an

uneven application of distributive arrangements of property rights, will assail the very foundations of our economic system. The Majority Decision throws into disarray the functional order of property laws.

When the Court in effect says that the following features of the Manotoks' claims are trumped by the lack of affixation of a signature — which the law in any case pronounces as but ministerial and thus superfluous — it in effect contradicts the logic of the Torrens system and the property rights system on which it is based. For one, it conveys a message to the public that 77-year possession, payment of realty taxes, and a plethora of documentary evidence are not enough to overturn a single technical detail which should have been in the first place supplied by the Government, not by the Manotoks. Secondly, it is simply wrong for the Court to ignore the remedial intent of DENR Memorandum Order No. 16-05, when the Order tries to supply a legal solution to the problems created by the failure of the Secretary of the Interior/Agriculture and Natural Resources to affix his signature to Deeds of Conveyance of friar lands.

While the private parties are expected to seek reconsideration of the Majority Decision, the Government is faced with a choice created by the unexpected windfall this Court has granted it in the form of the reverted land — whether to live with and profit by the Majority Decision, or to seek its reconsideration because of the over-all danger that the decision poses to the system of property rights. It can assert that DENR Memorandum Order No. 16-05 is the State's remedial measure intended to set to rest whatever doubts may have lingered regarding the legal requirements on friar lands. It must carefully and correctly assess the situation arisen from the Majority Decision that now confronts the State. After all, it will be the Government that will need to face the economic fall-out from an unstable property rights regime.