Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

ALEJANDRO BINAYUG and ANA BINAYUG,
Petitioners,

- *versus* -

EUGENIO UGADDAN, NORBERTO UGADDAN, PEDRO UGADDAN, ANGELINA UGADDAN, TERESO UGADDAN, DOMINGA UGADDAN, GERONIMA UGADDAN, and BASILIA LACAMBRA,
Respondents.

G.R. No. 181623

Present:

LEONARDO-DE CASTRO,
Acting Chairperson,
BERSAMIN,
VILLARAMA, JR.,
PEREZ,* and
REYES, *JJ.*

Promulgated:

DEC 0 5 2012

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D E C I S I O N

LEONARDO-DE CASTRO, *J.*:

This Petition for Review on *Certiorari* under Rule 45 of the Rules of Court assails the Decision[1] dated August 6, 2007 and Order[2] dated January

* Per Special Order No. 1385 dated December 4, 2012.

[1] *Rollo*, pp. 17-25; penned by Presiding Judge Lyliha L. Abella-Aquino.

[2] Id. at 26.

15, 2008 of the Regional Trial Court (RTC) of Tuguegarao City, Branch IV[3] in Civil Case No. 5395.

At the crux of this controversy are two parcels of land located in Barangay Libag, Tuguegarao, Cagayan (subject properties) covered by Original Certificate of Title (OCT) No. P-311 issued by the Registry of Deeds of Cagayan in the name of Gerardo Ugaddan (Gerardo), husband of respondent Basilia Lacambra (Basilia) and father of the other respondents Eugenio, Norberto, Pedro, Angelina, Tereso, Dominga, and Geronima, all bearing the surname Ugaddan. OCT No. P-311 particularly described the subject properties as follows:

> A parcel of land, [L]ot No. 1,H-186034, containing an area of 31,682 sq.m., more or less; bounded on the North by public land on the southeast, by lot 2 of plan H-186034 and lot 9556 of Tuguegarao Cadastre; on the south by public land and on the southwest by Cagayan River;
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> A parcel of land of Lot No. 2, H-186034, containing an area of (1,723) sq.m., more or less. Bounded on the N., by Lot 9546 of Tuguegarao Cadastre; on the E., by Lot 9556; and on the SW., by Lot 1 of plan H-186034.[4]

Gerardo acquired title over the subject properties through the grant of Homestead Patent No. V-6269 in his favor on January 12, 1951. Said patent was registered and OCT No. P-311 was issued in Gerardo's name on March 5, 1951.[5]

Upon Gerardo's death, respondents discovered that OCT No. P-311 had been cancelled. The records of the Registry of Deeds show that Gerardo, with the consent of his wife Basilia, sold the subject properties on July 10, 1951 to Juan Binayug (Juan) for the sum of ₱3,000.00.[6] As a result

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3 Designated as a Family Court.
4 *Rollo*, p. 17.
5 Records, pp. 9-10.
6 Id. at 22.

of the sale, OCT No. P-311 in Gerardo's name was cancelled and Transfer Certificate of Title (TCT) No. T-106394 in Juan's name was issued. Juan was the father of petitioner Alejandro Binayug (Alejandro) and the subject properties passed on to him and his wife Ana Ugaddan Binayug (Ana) upon Juan's death.

After conducting their own investigation, respondents filed on October 22, 1998 a complaint "for declaration of nullity of title, annulment of instrument, [and] declaration of ownership with damages" against petitioners. Respondents averred that the purported sale between Gerardo and Juan was prohibited under Commonwealth Act No. 141, otherwise known as the Public Land Act, as amended; and that the Absolute Deed of Sale dated July 10, 1951 between Gerardo (with Basilia's consent) and Juan was forged. Respondents specifically alleged in their complaint[7] that:

> 9. The said deed of sale which led to the cancellation of OCT No. P-311 in favor of Juan Binayug has been falsified as said Gerardo Ugaddan and herein [respondent] Basilia Lacambra could legibly write their names but the deed of sale presented to the Registry of Deeds of Cagayan appears to have been thumbmarked;
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> 10. [Respondents] cannot recall any deed or instrument of sale which was executed in favor of Juan Binayug in the year 1951, particularly that deed of sale dated July 10, 1951, allegedly notarized by Atty. Jose P. Carag under Doc. No. 100; Page No. 20; Book No. VII; Series of 1951 x x x;
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> 11. The affixed [thumbmark] above the name of [respondent] Basilia Lacambra is a forgery as shown in the Technical Investigation/ Identification Report FP Case No. 98-347 of the National Bureau of Investigation [NBI], Manila x x x;
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> 12. OCT No. P-311 having been issued pursuant to a homestead patent cannot be "alienated, transferred or conveyed after five (5) years and before twenty-five (25) years next following the issuance thereof in the year 1951, without the approval of the Secretary of Agriculture and Natural Resources x x x as annotated at the back of the same, x x x;

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7 Id. at 1-6.

> 13. On April 8, 1997, without any legal personality or right, [petitioner] Ana Ugaddan executed a Confirmation of Sale concerning said lots embraced under [OCT No.] P-311, stating thereat that she is a surviving heir of the deceased Gerardo Ugaddan which is a falsehood as she is not related in any manner to the deceased Gerardo Ugaddan, save for the same family name, "Ugaddan", x x x;
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> 14. Earlier in November 11, 1996, [petitioner] Ana Ugaddan filed a notice of loss of OCT No. P-311 with the Register of Deeds of Cagayan stating among others that the original duplicate copy of OCT No. P-311 was lost while in her possession, x x x;
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> 15. Thereafter, [petitioner] Ana Ugadan petitioned for the issuance of another owner's copy of OCT No. P-311 which ultimately led to the issuance of TCT No. T-106394 in the name of Juan Binayug, deceased father of [petitioner] Alejandro Binayug;
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> 16. The original owner's duplicate copy of OCT No. P-311 was never lost as the same has been and is still in the possession of [respondent] Basilia Lacambra, hence the manner by which [petitioners] caused the transfer of title in the name of Juan Binayug was a fraud[.][8]

Hence, respondents asserted that TCT No. T-106394 in Juan's name was void for having been obtained through fraudulent means.

Petitioners essentially denied that the Absolute Deed of Sale dated July 10, 1951 was forged and that they fraudulently obtained TCT No. T-106394. Petitioners' Answer[9] contained the following averments:

> 3. x x x that, the [respondents], except Geronima Ugaddan and Basilia Lacambra, are tenants over the parcels of land covered by TCT No. T-106394; that due to the failure of the said [respondents] to pay the agreed lease rentals, the herein [petitioners] were constrained to file an action against them at the [Department of Agrarian Reform Adjudication Board] x x x;
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> x x x x
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> 8. That [respondent] Ana Ugaddan reported the loss of the owner's duplicate copy of OCT No. P-311 because when [respondents] demanded from Basilia Lacambra and her children the surrender of the said title so that [the] deed of sale in favor of Juan Binayug could be

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8 Id. at 2-3.
9 Id. at 18-21.

> registered, they told said [petitioner] that it was lost, and when asked to sign an affidavit of loss, they also refused to do so;
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> x x x x
>
> 10. That if the owner's duplicate copy of said OCT No. P-311 was not actually lost, then said Basilia Lacambra and her children have only themselves to blame if the loss was reported by said Ana Ugaddan because, as above stated, when the [petitioners] demanded the surrender to them of the said title, Basilia Lacambra and her children, told them that it was lost;
>
> x x x x
>
> 12. That after [respondents'] predecessor-in-interest had already long sold the subject property to [petitioners'] predecessor-in-interest, the former have no more existing legal rights over the same which is one of the requisites before an injunction can be issued[.][10]

During trial on the merits, respondents submitted, among other pieces of evidence, Technical Investigation/Identification Report FP Case No. 98-347 dated September 28, 1998 of the National Bureau of Investigation (NBI) to prove their allegation of fraud. According to the NBI, the thumbmark found in the original and duplicate original Absolute Deed of Sale dated July 10, 1951 did not match the specimen obtained from respondent Basilia.[11]

The RTC rendered a Decision on August 6, 2007.

The RTC found that petitioners have been in possession of the subject properties for some time now. Petitioners were able to support their testimonies with tax declarations and official receipts, proving that they and their predecessor-in-interest have been paying real property tax on the subject properties. In contrast, respondents failed to produce before the court their own tax declaration for the subject properties despite being given ample opportunity to do so; respondents merely claimed that said document was already with their lawyer. The RTC also questioned how respondents

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[10] Id. at 18-19.
[11] Id. at 8.

could insist on having possession of the subject properties but they could not even identify with certainty the boundaries of the same. Furthermore, the RTC gave weight to the fact that petitioners filed against respondents an agrarian case (based on allegations that respondents are agrarian tenants who failed to pay their lease rentals) and an action for malicious mischief (based on allegations that respondents destroyed the crops planted on the subject properties). The RTC stated that "[o]ne who firmly believes to be the owner of a property is expected to protect it from intruders and necessarily avail of the legal remedies to defend his rights."[12] Admittedly, respondents were acquitted of the criminal charge for malicious mischief, but the RTC herein stressed that the acquittal was because respondents' guilt was not proven beyond reasonable doubt and not because respondents did not at all commit the crime charged. Hence, the RTC was convinced that the Absolute Deed of Sale dated July 10, 1951 was genuine and in existence, actually executed by Gerardo in favor of Juan.

Despite its foregoing findings, the RTC pronounced that it did not necessarily follow that the Absolute Deed of Sale dated July 10, 1951 was valid or legal. In fact, the RTC expressly declared that said Deed suffered from legal infirmities.

The RTC determined that respondent Basilia did not actually give her consent to and affix her thumbmark on said Absolute Deed of Sale, to wit:

> The first witness presented by the [respondents] is Jose Palma, an employee of the Dactyloscopic Division of the National Bureau of Investigation. He testified that in his examinations, the [thumbmark] of Basilia Lacambra in the purported deed of sale is different from her standard fingerprint. This finding was not refuted by the [petitioners]. Instead, they pointed their argument that the [thumbmark] of Gerardo is genuine and likewise affixed his [thumbmark] on the questioned deed of sale and it is placed a little bit above the name of Basilia. [Petitioners']

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12 *Rollo*, p. 21.

> theory in a nutshell is that, Gerardo laid his thumbmarks on both his name and of Basilia. They however presented no evidence to prove this contention. At best, it is merely surmises. The court sees no reason either why Gerardo would utilize his own [thumbmark] in lieu of his wife['s]. If the [petitioners] claim that spouses Gerardo and Basilia were alive when the supposed deed of sale was executed, then it is presumed that both assented to the conveyance of the contested lots absent of any indication that it was only Gerardo who participated. But having found that the [thumbmark] of Basilia is spurious, the genuineness and authenticity of the deed of sale become suspect.
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> The findings of witness-Palma is bolstered by the testimony of Guillermo Casagan when he testified that Basilia knows how to write instead of resorting to her [thumbmarks] on documents:
>
> ATTY. MARTIN
>
> x x x x
>
> Q- Do you know whether or not Basilia Ladambra has the ability to write?
>
> A- Yes sir. She knows how to write.
>
> Q- Why do you know that she can write?
>
> A- I know that she knows how to write because she had a store before and I have often seen her write.
>
> Q- Mr. witness, how old were you in the year 1951?
>
> A- Thirteen years old, sir.
>
> x x x x
>
> In his cross-examination, his declaration on this subject was not touched by the [petitioners'] counsel. In light of this factual milieu, the court finds that the thumbprint of Basilia Lacambra in the Absolute Deed of Sale dated July 10, 1951 is not her own. There is no dispute that Gerardo and Basilia were married. Thus, there is hardly any reason to reject that the homestead property is conjugal [in] nature. And since no consent was given by Basilia in the alleged transfer, it necessarily follows that the document has no force and effect.[13]

The RTC then declared the Absolute Deed of Sale dated July 10, 1951 as null and void for the following reasons:

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13 Id. at 19-20.

First, as proven by the testimonies of [respondents'] witnesses, the marital consent was not obtained by Gerardo.

Second, Section 118 of the Public Land Law, amended by Commonwealth Act No. 456, reads as follows:

> "Section 118. Except in favor of the Government or any of its branches, units, or institutions, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application and for a term of five years from and after the date of issuance of the patent or grant, nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of said period, but the improvements or crops on the land may be mortgaged or pledged to qualified persons, associations, or corporations.
>
> "No alienation, transfer, or conveyance of any homestead after five and before twenty-five years after issuance of title shall be valid without the approval of the Secretary of Agriculture and Natural Resources, which approval shall be denied except on constitutional and legal grounds."

On the basis of the afore-quoted section, a homestead patent cannot be alienated or encumbered within five (5) years from the approval of application except in favor of the government or any of its branches or institutions. Where a homestead was sold during the prohibited period, even if the sale is approved by the Director of Lands subsequently after five (5) years, the approval will not give it any valid curative effect. Such sale is illegal, inexistent, and null and void *ab initio*. The action to declare the existence of such contract will not prescribe. **As a matter of fact, the vendor never lost his title or ownership over the homestead, and there is no need for him or his heirs to repurchase the same from the vendee, or for the latter to execute a deed of reconveyance.** Of course, the purchaser may recover the price which he has paid, and where the homesteader vendor died, the recovery may be pursued as a claim filed against his estate in the corresponding proceeding.

[Petitioners] do not deny that the contested lots were originally covered by a homestead patent. It then behooves on their part to prove that the purported deed of sale was executed outside the five-year prohibitory period. Failure to do so, the court has no choice but to declare null and void the deed of sale executed by spouses Gerardo and Basilia in favor of Juan Binayug.

Evident from the records is that the issuance of the Patent was on 12 January 1951. The registration thereof to the Register of Deeds was on 5 March 1951 and the supposed deed of sale was executed on July 10, 1951. From the pleadings and testimonies of [petitioners] and their witness, none can be carved out from them that the sale was beyond the prohibitory period. In fact, they seemed to have evaded this issue.

> Coupled in considering the relevant months in the year 1951, months which are too close to shield [petitioners] from Section 118, this court can only conclude that even if it is to presume the genuineness of the deed of sale, the conveyance is void as it falls within the period of five (5) years. Thus, the title obtained by the vendee-Juan Binayug, is also null and void *ab initio*. So also, where a homestead was sold during the prohibitory period of five years and upon the expiration of said period a new deed of sale was executed[,] such as a mere reproduction of the previous one, it was held that the latter deed of sale was invalid as the prior deed which intended to ratify. For the purpose of declaring such sale null and void, **neither laches nor prescription can operate for the action is imprescriptible**.[14] (Citations omitted.)

The RTC, however, recognized petitioners' good faith and did not leave them empty handed, to wit:

> This court is convinced that [petitioners] firmly believe in good faith that the land is theirs when they took over from their parents. It however agonizes over the fact that the law is against them as their forebears' ignorance of the law has finally caught them. Of course all [is not] lost. Even [if] we are to declare the sale as invalid, they can recover the price on the basis of the cited jurisprudence. Considering that the sale was consummated in 1951, it is beyond the sphere of competence of anybody to know the price. The court will then grant a reasonable amount of ₱100,000 for the Thirty-Three Thousand Four-hundred Five (33,405) square meters of land.[15]

Ultimately, the RTC decreed thus:

> WHEREFORE, premises considered, **Transfer Certificate of Title No. T-106394** issued in the name of **Juan Binayug** is declared null and void and is hereby ordered cancelled. **Original Certificate of Title No. P-311 in the name of Gerardo Ugaddan** is declared still subsisting and valid. The Register of Deeds of the Province of Cagayan is hereby directed to cause the necessary annotations thereof. [Respondents are] hereby ordered to pay [petitioners] ₱100,000.00 as payment for the price of lots. For lack of merit, the claim for other damages is hereby dismissed.[16]

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14 Id. at 22-24.
15 Id. at 24-25.
16 Id. at 25.

Petitioners filed a Motion for Reconsideration of the aforementioned RTC judgment arguing that the trial court contradicted itself in finding that the Absolute Deed of Sale dated July 10, 1951 is genuine and in existence, then nullifying TCT No. T-106394 in Juan's name. Petitioners likewise asserted that a Torrens title such as TCT No. T-106394 is not susceptible to collateral attack.

In an Order dated January 15, 2008, the RTC denied petitioners' Motion for Reconsideration due to lack of substantial argument.

Aggrieved, petitioners immediately resorted to this Court by filing the instant Petition under Rule 45 of the Rules of Court, which presented a lone assignment of error:

> THE HONORABLE REGIONAL TRIAL COURT BRANCH IV OF TUGUEGARAO CITY GRAVELY ERRED IN APPLYING THE PROVISION OF SECTION 118 OF THE PUBLIC LAND ACT INSTEAD OF APPLYING THE PROVISION OF SECTION 124 OF THE SAME LAW.[17]

Before discussing the merits of the case, the Court notes that petitioners no longer appealed the RTC judgment before the Court of Appeals, going directly before this Court through a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court.

According to Rule 41, Section 2(c)[18] of the Rules of Court, a decision or order of the RTC may be appealed to the Supreme Court by petition for review on *certiorari* under Rule 45, provided that such petition raises only

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17 Id. at 10.

18 Section 2. *Modes of Appeal*. x x x (c) *Appeal by certiorari*.—In all cases where only questions of law are raised or involved, the appeal shall be to the Supreme Court by petition for review on *certiorari* in accordance with Rule 45.

questions of law.[19] A question of law exists when the doubt or controversy concerns the correct application of law or jurisprudence to a certain set of facts; or when the issue does not call for an examination of the probative value of the evidence presented, the truth or falsehood of facts being admitted. A question of fact exists when the doubt or difference arises as to the truth or falsehood of facts or when the query invites calibration of the whole evidence considering mainly the credibility of the witnesses, the existence and relevancy of specific surrounding circumstances, as well as their relation to each other and to the whole, and the probability of the situation.[20]

Petitioners raise and argue only one issue in their Petition: whether or not Section 118 of the Public Land Act is applicable to their case. They no longer challenge the appreciation of evidence and factual conclusions of the RTC. Consequently, petitioners' resort directly to this Court via the instant Petition for Review on *Certiorari* is in accordance with procedural rules.

Nonetheless, the Court finds no merit in the Petition and denies the same.

To reiterate, Section 118 of the Public Land Act, as amended, reads that "[e]xcept in favor of the Government or any of its branches, units, or institutions, or legally constituted banking corporations, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application

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19 Section 1. *Filing of petition with Supreme Court.* — A party desiring to appeal by *certiorari* from a judgment, final order or resolution of the Court of Appeals, the Sandiganbayan, the Court of Tax Appeals, the Regional Trial Court or other courts, whenever authorized by law, may file with the Supreme Court a verified petition for review on *certiorari*. The petition may include an application for a writ of preliminary injunction or other provisional remedies and shall raise only questions of law, which must be distinctly set forth. The petitioner may seek the same provisional remedies by verified motion filed in the same action or proceeding at any time during its pendency.

20 *Bukidnon Doctors' Hospital, Inc. v. Metropolitan Bank and Trust Co.*, 501 Phil. 516, 526 (2005).

and for a term of five years from and after the date of issuance of the patent or grant x x x." The provisions of law are clear and explicit. A contract which purports to alienate, transfer, convey, or encumber any homestead within the prohibitory period of five years from the date of the issuance of the patent is void from its execution. In a number of cases, this Court has held that such provision is mandatory.[21]

In the present case, it is settled that Homestead Patent No. V-6269 was issued to Gerardo on **January 12, 1951** and the Absolute Deed of Sale between Gerardo and Juan was executed on **July 10, 1951**, after a lapse of only **six months**. Irrefragably, the alienation of the subject properties took place within the five-year prohibitory period under Section 118 of the Public Land Act, as amended; and as such, the sale by Gerardo to Juan is null and void right from the very start.[22]

As a void contract, the Absolute Deed of Sale dated July 10, 1951 produces no legal effect whatsoever in accordance with the principle "*quod nullum est nullum producit effectum*,"[23] thus, it could not have transferred title to the subject properties from Gerardo to Juan and there could be no basis for the issuance of TCT No. T-106394 in Juan's name. A void contract is also not susceptible of ratification, and the action for the declaration of the absolute nullity of such a contract is imprescriptible.[24]

Petitioners contend that only the State can bring action for violation of Section 118 of the Public Land Act, as amended. Moreover, Section 124 of the same Act explicitly provides for the consequence of such a violation:

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21 *Arsenal v. Intermediate Appellate Court*, 227 Phil. 36, 45-46 (1986).

22 *PVC Investment & Management Corporation v. Borcena,* 507 Phil. 668, 680 (2005).

23 *Heirs of Policronio M. Ureta, Sr. v. Heirs of Liberato M. Ureta*, G.R. No. 165748, September 14, 2011, 657 SCRA 555, 580.

24 Id.

> Section 124. Any acquisition, conveyance, alienation, transfer, or other contract made or executed in violation of any of the provisions of Sections one hundred and eighteen, one hundred and twenty, one hundred and twenty-one, one hundred and twenty-two, and one hundred and twenty-three of this Act shall be unlawful and null and void from its execution and shall produce the effect of annulling and cancelling the grant, title, patent or permit originally issued, recognized or confirmed, actually or presumptively, and cause the reversion of the property and its improvement to the State.

Petitioners' contentions are not novel.

In *De los Santos v. Roman Catholic Church of Midsayap*,[25] a homestead patent covering a tract of land in Midsayap, Cotabato was granted to Julio Sarabillo (Sarabillo) on December 9, 1938. OCT No. RP-269 was issued to Sarabillo on March 17, 1939. On December 31, 1940, Sarabillo sold two hectares of land to the Roman Catholic Church of Midsayap (Church). Upon Sarabillo's death, Catalina de los Santos (De los Santos) was appointed administratrix of his estate. In the course of her administration, De los Santos discovered that Sarabillo's sale of land to the Church was in violation of Section 118 of the Public Land Act, prompting her to file an action for the annulment of said sale. The Church raised as defense Section 124 of the Public Land Act, as well as the principle of *pari delicto*. The Court, in affirming the CFI judgment favoring De los Santos, ratiocinated:

> The principles thus invoked by [the Church, *et al.*] are correct and cannot be disputed. They are recognized not only by our law but by our jurisprudence. Section 124 of the Public Land Act indeed provides that any acquisition, conveyance or transfer executed in violation of any of its provisions shall be null and void and shall produce the effect of annulling and cancelling the grant or patent and cause the reversion of the property to the State, and the principle of *pari delicto* has been applied by this Court in a number of cases wherein the parties to a transaction have proven to be guilty of having effected the transaction with knowledge of the cause of its invalidity. But we doubt if these principles can now be invoked considering the philosophy and the policy behind the approval of

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[25] 94 Phil. 405 (1954).

> the Public Land Act. The principle underlying *pari delicto* as known here and in the United States is not absolute in its application. It recognizes certain exceptions one of them being when its enforcement or application runs counter to an avowed fundamental policy or to public interest. As stated by us in the Rellosa case, "This doctrine is subject to one important limitation, namely, "whenever public policy is considered advanced by allowing either party to sue for relief against the transaction."
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> The case under consideration comes within the exception above adverted to. Here [De Los Santos] desires to nullify a transaction which was done in violation of the law. Ordinarily the principle of *pari delicto* would apply to her because her predecessor-in-interest has carried out the sale with the presumed knowledge of its illegality, but **because the subject of the transaction is a piece of public land, public policy requires that she, as heir, be not prevented from re-acquiring it because it was given by law to her family for her home and cultivation. This is the policy on which our homestead law is predicated.** This right cannot be waived. "It is not within the competence of any citizen to barter away what public policy by law seeks to preserve". **We are, therefore, constrained to hold that [De Los Santos] can maintain the present action it being in furtherance of this fundamental aim of our homestead law.**
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> As regards the contention that because the immediate effect of the nullification of the sale is the reversion of the property to the State[, De Los Santos] is not the proper party to institute it but the State itself, that is a point which we do not have, and do not propose, to decide. That is a matter between the State and the Grantee of the homestead, or his heirs. **What is important to consider now is who of the parties is the better entitled to the possession of the land while the government does not take steps to assert its title to the homestead**. **Upon annulment of the sale**, **the purchaser's claim is reduced to the purchase price and its interest**. **As against the vendor or his heirs, the purchaser is no more entitled to keep the land than any intruder**. Such is the situation of the [the Church, *et al.*]. Their right to remain in possession of the land is no better than that of [De Los Santos] and, therefore, they should not be allowed to remain in it to the prejudice of [De Los Santos] during and until the government takes steps toward its reversion to the State.[26] (Emphases supplied, citations omitted.)

In *Arsenal v. Intermediate Appellate Court*,[27] the Court adjudged that in cases where the homestead has been the subject of void conveyances, the law still regards the original owner as the rightful owner subject to escheat proceedings by the State. Still in *Arsenal*, the Court referred to *Menil v.*

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26 Id. at 410-412.

27 Supra note 21 at 51.

Court of Appeals[28] and *Manzano v. Ocampo*,[29] wherein the land was awarded back to the original owner notwithstanding the fact that he was equally guilty with the vendee in circumventing the law.

Jurisprudence, therefore, supports the return of the subject properties to respondents as Gerardo's heirs following the declaration that the Absolute Deed of Sale dated July 10, 1951 between Gerardo and Juan is void for being in violation of Section 118 of the Public Land Act, as amended. That the subject properties should revert to the State under Section 124 of the Public Land Act, as amended, is a non-issue, the State not even being a party herein.

As a final note, although not assigned as an error in their Petition, petitioners raise as an issue and argue extensively in their Memorandum that they had acquired acquisitive prescription over the subject properties. The issue of prescription involves questions of fact, *i.e.*, when and for how long petitioners have possessed the subject properties and whether their possession is open, continuous, exclusive, notorious, and adverse. The RTC's findings that petitioners and their predecessor-in-interest have been in possession of the subject properties for "quite some time now" or "through the years" are clearly insufficient. To resolve the issue of prescription, the Court must necessarily go through the evidence presented by the parties, which it cannot do. This Court is not a trier of facts. To reiterate, the Court only allowed petitioners to come directly before this Court from the RTC through the instant Petition because they raise a pure question of law, namely, the applicability of Sections 118 and 124 of the Public Land Act, as amended. The Court cannot take cognizance of the issue of acquisitive prescription.

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[28] 173 Phil. 584 (1978).
[29] 111 Phil. 283 (1961).

WHEREFORE, the Petition is hereby **DENIED**. The Decision dated August 6, 2007 and Order dated January 15, 2008 of the Regional Trial Court of Tuguegarao City, Branch IV in Civil Case No. 5395 are hereby **AFFIRMED**.

Costs against petitioners.

SO ORDERED.

TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson, First Division

WE CONCUR:

LUCAS P. BERSAMIN
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

BIENVENIDO L. REYES
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson, First Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Acting Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Senior Associate Justice
(Per Section 12, R.A. 296,
The Judiciary Act of 1948, as amended)