Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

CRISTINA* R. SEMING,
Petitioner,

- *versus* -

EMELITA P. ALAMAG, VIOLETA L. PAMAT, ROLANDO L. PAMAT and FERNANDO L. PAMAT,
Respondents.

G.R. No. 202284

Present:

PERLAS-BERNABE, *SAJ.*, **
LEONEN, *J.*,
Chairperson,
HERNANDO,
DELOS SANTOS, and
LOPEZ, J. Y., *JJ.*

Promulgated:

March 17, 2021

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DECISION

HERNANDO, *J.*:

This Petition for Review on *Certiorari*[1] filed by petitioner Cristina R. Seming seeks to reverse and set aside the July 22, 2011 Decision[2] and May 21, 2012 Resolution[3] of the Court of Appeals (CA) in CA-G.R. CV No. 94393 that reversed and set aside the November 4, 2009 Decision[4] of the Regional Trial Court (RTC), Branch 13, Ligao City, in Civil Case No. 2432. The May

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* Spelled as Christina in some parts of the records.

** Designated as additional Member per raffle dated September 11, 2019 vice *J.* Inting who recused himself; his sister, *J.* Socorro B. Inting, concurred in the assailed CA Decision.

1 *Rollo*, pp. 3-20.

2 Id. at 24-45; penned by Associate Justice Magdangal M. De Leon and concurred in by Associate Justices Mario V. Lopez (now a Member of this Court) and Socorro B. Inting.

3 Id. at 22-23.

4 Id. at 46-63.

21, 2012 Resolution of the CA denied petitioner's Motion for Reconsideration.[5]

Factual Antecedents:

The facts as culled from the records and appellate court's Decision are as follows:

In 2006, petitioner and her spouse, Eutiquio Seming (collectively, spouses Seming), filed before the RTC an action for specific performance and damages against the spouses Angel Pamat and Natividad Pamat (Natividad; collectively spouses Pamat). The case involved the one-half portion (subject property) of a parcel of land known as Lot 512-C located at Barangay Bay, Ligao City. Lot 512-C has an area of 1,542 square-meters, and covered by Transfer Certificate Title (TCT) No. T-134781[6] of the Registry of Deeds of Albay issued under the names of Jesusa Seming Vda. De Lopez (Jesusa), and the spouses Pamat.[7]

In their complaint,[8] the spouses Seming alleged that sometime in 1977, they purchased Jesusa's share in Lot 512-C, which consisted of 771 square meters or one-half portion of the property. They then took possession of the said portion by constructing their conjugal dwelling thereon. Jesusa subsequently executed a Deed of Sale in their favor. Petitioner further alleged that, in the same year, she and her husband entered into a verbal agreement with the spouses Pamat concerning the purchase of the other half portion of Lot 512-C also measuring 771 square meters. The spouses Seming admitted that, at that time, the parties did not execute any written agreement reflecting the sale of the subject property in their favor.[9]

Meanwhile, a complaint for quieting of title (Civil Case No. 744) respecting Lot 512-C was filed by a certain Maria Aguilar Avecilla against Jesusa and the spouses Pamat. Petitioner averred that, with the consent of Jesusa and the Pamats, she agreed to shoulder all expenses of the litigation. The amount of litigation expenses spent by petitioner shall then be treated as part of petitioner's payment for the purchase price of the subject property. Additionally, the spouses Seming paid a portion of the said purchase price of the subject property both in cash and in kind.[10]

Sometime in 1990, petitioner and Natividad agreed that the payments made by petitioner and her husband, both in cash and in kind, shall serve as

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5 Id. at 102-117.
6 Records, p. 9.
7 *Rollo*, pp. 24-25.
8 Records, pp. 2-8.
9 Id. at 2-3.
10 *Rollo*, p. 25.

partial payment for a 200 square meter portion of the subject property.[11] Petitioner supposedly executed a receipt whereby Natividad acknowledged receipt from petitioner of the amount of ₱6,000.00, *viz.*:

10-22-90

[RECEIVED] THE AMOUNT OF SIX THOUSAND PESOS (₱6,000.00) FROM MRS. CHRISTINA SEMING, AS PARTIAL PAYMENT OF THE SAID LAND LOT NO. 512-C CONTAINING AREA 1542 TAX DECLARATION NO. 39. THIS AMOUNT IS PAYMENT ONLY FOR TWO LOTS.[12]

Said receipt was purportedly signed by Natividad and witnessed by Jesusa.

In 1991, a similar receipt was executed by petitioner where Natividad again acknowledged receipt of the amount of ₱6,000.00 as payment for another 200 square-meter portion of the subject property, *viz.:*

Jan. 23 1991

Received the amount of six thousand pesos from Mrs. Christina Seming, as partial payment of the said land Lot no. 512-C containing area 1542 Tax Declaration no. 39. This amount is payment only for two lots.[13]

Said receipt was again signed by Natividad with Jesusa as witness.

Meanwhile, sometime in 1983, the trial court's decision in Civil Case No. 744 reached its finality. In this regard, Natividad, whose litigation expenses in Civil Case No. 744 were shouldered by petitioner, agreed to pay the latter with another 200-square meter portion of the subject property. Petitioner and her husband, at this point, were able to acquire 600 square meters out of the 771-square meter area of the subject property. [14]

Sometime in 2002, petitioner offered to buy from the spouses Pamat the remaining 171-square meter portion of the subject property for ₱10,000.00, and further requested that the sale of the 600-square meter portion thereof be embodied in a Deed of Sale. However, the Pamats refused to sell the remaining 171-square meter portion of the subject property and execute the said Deed of Sale, claiming that they never sold any portion of their share in Lot 512-C.[15]

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[11] Id.
[12] Records, p. 10.
[13] Id.
[14] *Rollo*, pp. 25-26.
[15] Id. at 26.

In refutation, petitioner claimed that: (1) the spouses Pamat's denial of having sold the subject property to petitioner is disproved by the allegation that they never possessed, actual or constructive, any part of the said property from the time petitioner and her husband took possession of the same in 1977; (2) they never questioned petitioner's right to possess the subject property; and (3) that the Compromise Agreement[16] dated January 10, 2006 entered into by petitioner, the spouses Pamat, and Jesusa states that the spouses Seming were in possession over the one-half portion of Lot 512-C.[17]

In their Answer with Counterclaim/Motion to Dismiss,[18] the spouses Pamat maintained that they never sold any portion of their share in Lot 512-C to petitioner, and that the subject property has been and remains under their ownership, control, and possession. They further argued that nowhere in the Compromise Agreement did they admit petitioner's possession over the subject property. By way of affirmative defense, they argued that the action filed by the spouses Seming must be dismissed outright on the ground of prescription.

In its Order[19] dated July 20, 2006, the RTC denied the spouses Pamat's Motion to Dismiss. A pre-trial was conducted, and thereafter, trial on the merits ensued. In the course thereof, the RTC, on motion of counsel for the spouses Pamat, granted the substitution of the heirs, Emelita P. Alamag (Emelita), Violeta L. Pamat (Violeta), Rolando L. Pamat, and Fernando L. Pamat (respondents), due to the demise of Natividad.[20]

Ruling of the Regional Trial Court:

On November 4, 2009, the RTC rendered a Decision[21] which ordered respondents to execute a Deed of Absolute Sale in favor of petitioner covering 600 square meters of Lot No. 512-C, thus:

> WHEREFORE, foregoing premises duly considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants, ordering the substituted defendants to execute the necessary deed of sale on the 600 sq. m. portion of Lot No. 512-C appertaining to defendant Natividad Pamat consisting of seven hundred seventy one (771) square meters, under Transfer Certificate of Title No. T-134781 in favor of the plaintiffs, within fifteen (15) days from the finality of this decision.
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> Further, the substituted defendants are hereby ordered to pay the plaintiffs the sum of P40,000 as nominal damages, and another sum of P60,000.00 for attorney's fees.

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[16] Records, pp. 11-12.
[17] *Rollo*, p. 26.
[18] Records, pp. 21-27.
[19] Id. at 40-41.
[20] Id. at 228.
[21] *Rollo*, pp. 46-63.

Costs against the defendants.

SO ORDERED.[22]

The RTC held that there was a perfected contract of sale between petitioner and Natividad. It noted that all the elements in a Contract of Sale, which are: "(a) consent or meeting of the minds, that is, consent to transfer ownership in exchange for the [price]; (b) determinate subject matter; and (c) [price] certain in money or its equivalent,"[23] are present.

In the supposed sale of the 400-square-meter portion of the subject property, the RTC heavily relied on the October 22, 1990 and January 23, 1991 receipts allegedly signed by Natividad. The RTC observed that based on the two receipts, the element of consent between the parties was evident considering that Natividad herself acknowledged and signed the same. The RTC further noted that Natividad's signature was duly identified by her daughter, Violeta, in her testimony. Both receipts also indicated a determinate subject, particularly, "two lots" of Lot 512-C. Furthermore, the receipts stated a consideration totaling ₱12,000.00.[24]

Anent the other 200-square meter portion of the subject property, the RTC found that the same was orally sold to petitioner by the spouses Pamat as payment for the litigation expenses shouldered by petitioner in Civil Case No. 744.[25]

The RTC gave credence to petitioner's argument that the fact that the respondents allowed her to construct a concrete pavement on the subject property and plant trees thereon, as well as her payment of Real Property Taxes on Lot 512-C from 1978 up to the time the instant complaint was filed before the RTC, sufficiently proved that there was sale.[26] However, the RTC held that as regards the remaining 171-square meter portion of the subject property, there was no perfected contract of sale, thus, the respondents remained the lawful owners thereof.[27]

While the RTC denied petitioner's claim for actual damages, it, however, awarded petitioner nominal damages in the amount of ₱40,000.00 and attorney's fees in the sum of ₱60,000.00 in her favor.[28]

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[22] Id. at 63.
[23] Id. at 59.
[24] Id. at 59-60.
[25] Id. at 60.
[26] Id. at 61.
[27] Id. at 62.
[28] Id. at 62-63.

Ruling of the Court of Appeals:

In a Decision[29] dated July 22, 2011, the CA reversed the ruling of the RTC and held that no contract of sale existed between the spouses Pamat and petitioner. The dispositive portion of the CA Decision provides:

> WHEREFORE, the appeal is **GRANTED**. The assailed *Decision* of the Regional Trial Court, Ligao City, Albay, Branch 13, Civil Action No. 2432 is **REVERSED and SET ASIDE**. Accordingly, the complaint against appellants is **DISMISSED.**
>
> **SO ORDERED.**[30]

The CA held that there was no meeting of the minds between petitioner and the spouses Pamat as to the transfer and sale of the subject property in her favor. The CA noted petitioner's own admission that she rejected the offer of sale of Natividad when she undertook to pay the litigation expenses in Civil Case No. 744. The CA further held that petitioner failed to prove that Natividad agreed to transfer her ownership over the subject property in exchange for a consideration to be paid in cash and in kind.[31] The CA explained, *viz.:*

> x x x x the insistence of appellee Christina Seming that the financial aid she extended to Natividad Pamat formed part of her payment of the purchase price of the subject portion does not sit well with this Court. There was no evidence that Natividad Pamat agreed to the arrangement that the financial aid extended to her would be treated as consideration therefor.[32]

The appellate court also found that while petitioner was in possession of a specific portion of Lot 512-C, said portion specifically pertained to the portion formerly owned by Jesusa, and not on the subject portion owned by Natividad. It pointed out that the Compromise Agreement between the parties even expressly stated that the portion over which petitioner had possession of, and where she constructed a conjugal dwelling thereon, pertained to the share of Jesusa in Lot 512-C.

Moreover, petitioner's assertion that she took possession of the subject property by planting fruit-bearing trees and placing all kinds of fowls were controverted by the testimonies of Barangay Captain Wilfredo Postrado (Postrado), Natividad and her daughter, Emelita, who uniformly testified that it was Natividad and her husband who exercised acts of ownership over the subject property by planting fruit-bearing tress and vegetables thereon.[33]

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[29] Id. at 24-45
[30] Id. at 44-45.
[31] Id. at 32.
[32] Id. at 33.
[33] Id. at 33-38.

The appellate court disregarded the October 22, 1990 and January 23, 1991 receipts presented by petitioner explaining that petitioner failed to prove the due execution and authenticity of the receipts because she did not present any witness, other than herself, who could testify on the execution of both receipts. The CA also found that petitioner was not able to prove the authenticity of the signatures appearing thereon.[34]

Even assuming arguendo that the receipts are admitted in evidence, the CA ruled that these documents do not prove that there was a contract of sale between petitioner and the spouses Pamat, thus:

> The receipts presented by appellees are not sufficient proof that there was a contract of sale. There are two reasons why this Court is not prepared to give weight to the receipts presented by the appellees: *First*, the receipts do not specifically state what payment of Php6,000.00 was for. The term "partial payment" is vague as it may pertain to any kind of transaction, like sale, lease, etc. *Second*, even if it were to be assumed that the amounts paid were for the sale of a parcel of land, the exact portion of the lot sold to appellees was not specified. The phrase, "[t]his amount is payment only for two lots," is ambiguous and does not define the lots which are supposedly the subject of the sale. It is settled that the object of a contract must be determinate – it must be particularly designated or physically segregated from all the others of the same class. All said, the receipts do not in any way bolster appellees' claim that there was a perfected contract of sale.[35]

The CA also deleted the awards of nominal damages and attorney's fees for lack of factual and legal basis.[36]

Petitioner sought reconsideration of the July 22, 2011 Decision of the CA, which was, however, denied by the appellate in its May 21, 2012 Resolution.[37]

Issues

Petitioner filed the instant petition raising the following assignment of errors:

I.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN CONCLUDING THAT THERE WAS NO PERFECTED CONTRACT OF SALE OVER LOT 512-C.

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[34] Id. at 38-42.
[35] Id at. 43-44.
[36] Id at 44.
[37] Id. at 22-23.

II.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN CONCLUDING THAT THE EXECUTION OF THE RECEIPTS MARKED AS EXHIBITS 'B' AND 'B-1' WERE NOT PROPERLY PROVED AND WERE THUS INADMISSIBLE.[38]

Petitioner insists that the CA committed error when it ruled that no perfected contract of sale existed between the parties. Anent the element of consent, petitioner points out that the CA overlooked the sworn statement[39] of Jesusa wherein she averred the following: (1) that she and Natividad already sold to petitioner their respective shares in Lot 512-C; and (2) petitioner and her family have been occupying the entire area of Lot 512-C, and have planted trees thereon since 1977. Petitioner also emphasizes that respondents themselves have admitted during pre-trial that petitioner and her husband introduced a concrete pavement on the subject property. Taking all of these circumstances together, petitioner concludes that a binding obligation has been undertaken by respondents – to convey and transfer to petitioner their share in Lot 512-C.

Petitioner also argues that the October 22, 1990 and January 23, 1991 receipts clearly stated that Lot 512-C is the object of the sale as to the "two lots" indicated in the receipts, petitioner explains that –

> x x x x the 'two lots' being referred to in the exhibits, were adequately explained by Cristina Seming when she testified. One lot, as testified and clarified, refer to a 100 square meter portion of Lot 512-C, half of which was owned by Natividad Pamat. Thus, two lots refer to a 200 square meter portion of Lot 512-C to be taken from the share of Natividad Pamat.[40]

Petitioner also asserts that the contract was supported by a price certain in money or its equivalent, as clearly indicated in the October 22, 1990 and January 23, 1991 receipts.[41]

Petitioner insists that the two receipts have been duly authenticated by petitioner herself when she positively identified the signatures thereon as the genuine signatures of Natividad. Petitioner alleges that she was present when Natividad affixed her signatures on the two receipts. The bare denials of respondents – that Natividad did not sign any of the two receipts – were rebutted by the following: (1) petitioner's payment of real property taxes on Lot 512-C from 1978 up to the filing of the instant case; (2) testimony of Jesusa that there exists a contract of sale between petitioner and respondents; and (3) petitioner has been residing in, and making improvements on the

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[38] Id. at 7.
[39] *Records*, pp. 174-175.
[40] *Rollo*, p. 11.
[41] Id. at 12.

subject property. Petitioner also points out that Violeta herself, who is the daughter of Natividad, admitted before the RTC the genuineness and due execution of her mother's signature.[42]

Petitioner also claims that a comparison of Natividad's signatures on the questioned receipts and her signature on her Answer show no radical dissimilarities or variations.

By way of rebuttal, respondents argue that: (1) there was no consent to transfer ownership of the subject property; (2) permission to introduce structures thereon is not consent to transfer ownership; (3) the questioned receipts do not show a determinate subject matter; (4) the price of the subject property is uncertain; (5) the due execution and authenticity of both the questioned receipts have not been established; (6) petitioner failed to present preponderant evidence to overcome the denial of Natividad and the corroborating testimony of Emelita concerning the forged signatures on the receipts; (7) the purported signatures on the receipts do not show that they were affixed by Natividad; and (8) the real property tax payments by petitioner do not prove that the whole area of Lot 512-C was sold to her.[43]

Our Ruling

Factual findings of the CA are generally not subject to this Court's review under a Rule 45 petition. However, the general rule on the conclusiveness of the factual findings of the CA is also subject to well-recognized exceptions such as where the CA's findings of facts contradict those of the RTC, [44] as in this case, where they differed in their findings of fact and conclusions on the question of whether there was a perfected and valid contract of sale. All these considered, we are compelled to review factual questions thus presented.

After a judicious review on the records of the case, We find that the CA committed no error in setting aside the November 4, 2009 Decision of the RTC. The Court, therefore, denies the instant Petition.

The signatures of Natividad on the October 22, 1990 and January 23, 1991 receipts are forgeries.

Petitioner's heavy reliance on the October 22, 1990 and January 23, 1991 receipts was misplaced.

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[42] Id. at 12-14.
[43] Id. at 151-157.
[44] *Gatan v. Vinarao,* 820 Phil. 257, 265-267 (2017).

A private document must be authenticated in the manner allowed by law or the Rules of Court before its acceptance as evidence in court. The October 22, 1990 and January 23, 1991 receipts are private documents executed by petitioner herself. Before they can be admitted in evidence, they must be authenticated in accordance with Section 20 of Rule 132 of the Rules of Court, which states:

> Section 20. *Proof of private documents.* – Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:
> (a) By anyone who saw the document executed or written; or
> (b) By evidence of the genuineness of the signature or handwriting of the maker.
> Any other private document need only be identified as that which it is claimed to be.

Accordingly, "before a private document is admitted in evidence, **it must be authenticated either by the person who executed it**, the person before whom its execution was acknowledged, any person who was present and saw it executed, or who after its execution, saw it and recognized the signatures, or the person to whom the parties to the instruments had previously confessed execution thereof."[45]

In this regard, the Court cites the testimony of petitioner, to wit:

> ATTY. BALMACEDA
> Q- x x x Madam Witness, do you have any proof as to that agreement that you have made with Natividad Pamat in 1990?
>
> WITNESS
> A- Yes, I have.
>
> Q- And what is that proof, Madam Witness?
> **A- In 1990 I made a receipt for the two (2) lots amounting to P6,000.00 for the two (2) lots. And then in 1991, I again made another receipt which I just copied from that first receipt that I made or my child made and there stated is the amount of another P6,000.00.**
>
> Q- Do you have these receipts Madam Witness?
> A- Yes, Sir.
>
> Q- Can you show it to us?
>
> INTERPRETER:
> Witness is getting from her possession a bunch of document [sic] still inside a plastic transparent cover.
>
> ATTY. BALMACEDA

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[45] *Catapang v. Lipa Bank*, G.R. No. 240645, January 27, 2020. Emphasis supplied.

Q- Okay, when you said receipt, Madam Witness, are you referring to this yellow pad?
A- Yes, that is what I am referring to.

x x x x

ATTY. REGALA
The photocopies have already been marked as Exhibits "B" and "B-1."

x x x x

Q- Now, Madam Witness, let us go first to Exhibit "B". There is a signature on the lower rightmost portion, can you tell us whose signature appears on the said document?
A- That is the signature or the handwriting of Natividad Pamat.

Q- How do you know that this is the signature of Natividad Pamat?
A- It is because during that time when we made the computation, she was there present and I told her to sign that one.

x x x x

Q- There is also a signature here on the lower leftmost portion of Exhibit "B", do you know whose signature appears on this document?
A- That is the signature of Josefina Seming as witness because during that time, she was also present because she wanted to borrow money from me. So, I asked her to be a witness.

x x x x[46]

The foregoing testimony showed that petitioner herself executed the subject receipts and were supposedly signed by Natividad in her presence with Jesusa as witness. Interestingly, the assertion that the petitioner herself executed these receipts was never questioned nor denied by the parties in this case. On this point, as the receipts were identified and authenticated by petitioner, being the maker thereof, it would appear that the requirements under the aforecited rule has been satisfied.

This notwithstanding, to our minds, the more important issue to be resolved is whether the signatures of Natividad on the subject receipts are genuine.

"Settled is the rule that forgery cannot be presumed and must be proved by clear, positive and convincing evidence, thus, the burden of proof lies on the party alleging forgery. One who alleges forgery has the burden to establish his/her case by a preponderance of evidence."[47] "The best evidence of a forged signature in the instrument is the instrument itself reflecting the alleged forged signature. The fact of forgery can only be established by comparison between

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[46] TSN, February 1, 2007, pp. 20-24. Emphasis supplied.
[47] *Spouses Coronel v. Quesada,* G.R. No. 237465, October 7, 2019.

the alleged forged signature and the authentic and genuine signature of the person whose signature is theorized upon to have been forged."[48]

Section 22, Rule 132 of the Revised Rules of Court provides:

> Section 22. *How genuineness of handwriting proved.* – The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

Natividad herself, including her daughter, Emelita, denied the genuineness of the former's signatures in one of the receipts. In particular, Emelita testified:

> DIRECT EXAMINATION
>
> ATTY. REGALA
> Madam Witness, you are the daughter of Natividad Pamat?
>
> WITNESS
> A-Yes sir.
> Q- Now, being the daughter of Natividad Pamat[,] are you familiar of her handwriting and signature?
> A-Yes sir.
>
> x x x x
>
> Q- According to you, you are the daughter of Natividad Pamat and you are familiar with Natividad Pamat's handwriting and signature. I am going to show to you purportedly the handwriting and signature of Natividad Pamat, will you tell us that this signature is in fact the handwriting and signature of Natividad Pamat?
>
> x x x x
>
> ATTY. REGALA
> Witness is examining Exhibit B found on page ten of the record.
> WITNESS
> **A- <u>The first signature as read Natividad Pamat I am definitely sure that this is not the signature of my mother especially the signature below which is read as N. Pamat because my mother will never sign N. Pamat.</u>**
>
> Q- Your basis in saying that the signature in Exhibit B because she never signed that signature. How about the purported signature of Natividad Pamat on

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[48] *Heirs of Bucton v. Spouses Go,* 721 Phil. 851, 860 (2013).

the upper portion, what is your basis that the full signature Natividad Pamat is not your mother's signature?
A- **I could say that the signature appearing on the first receipt which reads Natividad Pamat is not the signature of my mother because I am very familiar of my mother's signature x x x x**[49]

Evidently, the foregoing testimonial evidence adduced by respondents served to debunk the genuineness of a handwriting as set forth by Section 22, Rule 132 of the Rules of Court. On the other hand, petitioner made no comparison at all of Natividad's signatures before the RTC. She also did not present any witness, other than herself, to testify on the same. Notably, no other evidence was presented to validate the genuineness of Natividad's signatures on the receipts.

Petitioner, however, contends that Natividad's signatures on one of the receipts were duly identified and confirmed by her other daughter, Violeta. We are not convinced. The foregoing testimony of Violeta is enlightening:

DIRECT EXAMINATION

Q- Madame Witness, if you will be shown a document containing a signature, will you be able to distinguish if that signature belongs to your mother?
A- Yes, sir.

Q- I am showing to you a document which was already marked as Exhibit "B", and found on page 10 of the record. On the lower portion is Exhibit "B-1". I am showing to you a signature on Exhibit "B", will you examine this signature based on your familiarity with the signature of your mother and tell us if this is the signature of your mother Natividad Pamat?

INTERPRETER
Witness is carefully examining the signature pointed to by Atty. Regala.

A- This one is the signature of my mother.

INTERPRETER
Witness pointed to the signature which reads Natividad Pamat.

ATTY. REGALA

Q- How did you know that this is the signature of your mother Natividad Pamat?

WITNESS
A- Because my mother will not or do not sign her name with the use of initial. She writes her full name.

Q- **Have you seen your mother writes [sic] her signature?**
A- No, sir.

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[49] TSN, July 21, 2008, pp 4-6. Emphasis supplied.

Q- **How about this handwriting, will you tell us if this is the handwriting of your mother?**
A- **That is not my mother's handwriting**.

x x x x

Q- Madam Witness, so, the only reason, Madame Witness, that you were able to conclude that this is the signature of your mother it's because your mother does not write the initial?
WITNESS
A- Yes, sir.

Q- No other reason?
A- No other reason.
x x x x[50]

As correctly observed by the CA, while it would appear that Violeta had identified the signatures appearing on the receipt as her mother's, she nonetheless likewise admitted that she had never seen her mother affix her signature before. Thus, her testimony did not satisfy the requirements under Section 22, Rule 132 as cited above.

Petitioner's comparison of Natividad's signature on the questioned receipts with her genuine signatures on the verification and certification of non-forum shopping of her Answer filed before the RTC serves no purpose. The verification and certification bearing Natividad's signature was executed on May 22, 2006 while the receipts were executed on October 22, 1990 and January 23, 1991, respectively. Considering the 15-year difference between the dates of execution, no accurate analysis can be given that would establish the genuineness or authenticity of Natividad's signatures on the questioned receipts.

The recent case of *Spouses Coronel v. Quesada*[51] is instructive:

> As such, the Court disagrees with the allegation of the spouses that the trial court should have examined their signatures in the pleadings as against the alleged forged signatures in the documents. No accurate analysis may be given considering the long period between the time each of them were accomplished. To reiterate, the closeness or proximity of the time in which the standards used to that of the inspected signature is essential to arrive at an accurate analysis and conclusion. Moreover, the passing of time and the increase in age may have a decisive influence in the writing characteristics of Asuncion and Reynaldo.[52]

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50 TSN, August 4, 2008, 9-12. Emphasis supplied.
51 Supra note 47.
52 Id.

Moreover, in *Pando v. Vda. de Vidal*,[53] we held that "the passing of time and the increase in age may have a decisive influence in the writing characteristics of a person. It is for these reasons that the authorities are of the opinion that in order to bring about an accurate comparison and analysis, the standards of comparison must be as close as possible in point of time to the suspected signature."[54]

Indubitably, the foregoing testimonial and circumstantial evidence cast doubt on the integrity, genuineness, and veracity of the questioned receipts and impels Us to tilt the scale in favor of respondents. The positive declaration of petitioner that Natividad affixed the assailed signatures in her presence cannot be taken as gospel truth, as it is self-serving and biased at best. Petitioner's interest on the sale of the property is evident and it is only logical that she would foster the due execution and genuineness of Natividad's signature on the receipts if only to enforce the same between the parties, as well as against third persons.

Notably, being a witness to the execution of the receipts, Jesusa could have been presented by petitioner to establish the genuineness of Natividad's signature. Petitioner, however, failed to do so. Interestingly, both petitioner and Jesusa claim that the sale of Lot 512-C was perfected in 1977. Despite this claim, petitioner executed the receipts only sometime in 1990 and 1991, or approximately 13 years after the parties allegedly agreed to the sale of Lot 512-C in 1977. To execute receipts for the amounts paid by Natividad several years after the parties agreed upon the sale of Lot 512-C is simply contrary to logic and sound reasoning.

On the other hand, Natividad and Emelita's denial that the signature was that of the former's, as opposed to petitioner's *lone testimony*, gains greater weight for evidentiary purposes. Although there is no direct evidence to prove forgery, preponderance of evidence indubitably favors respondents.

> Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term 'greater weight of the evidence' or 'greater weight of the credible evidence.' Preponderance of evidence is a phrase that in the last analysis, means probability of the truth. It is evidence that is more convincing to the court as worthier of belief than that which is offered in opposition thereto.[55]

For bearing forged signatures of Natividad, the October 22, 1990 and January 23, 1991 receipts are null and void, and thus, should not be given evidentiary weight and credence.

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[53] 91 Phil. 126 (1952).
[54] Id. at 131.
[55] *Tan, Jr. v. Hosana*, 780 Phil. 258, 266 (2016).

There is no contract of sale between petitioner and Natividad.

Even if we consider the receipts in the disposition of this case, there is overwhelming evidence that would otherwise establish that no contract of sale was perfected.

> "A contract is a *meeting of minds* between two persons whereby one binds himself/herself, with respect to the other, to give something or to render some service. Article 1458 of the Civil Code, in turn, defines a sale as a contract whereby one of the contracting parties, *i.e.*, the seller, obligates himself/herself to transfer the ownership and to deliver a determinate thing, and the other party, *i.e.*, the buyer, obligates himself/herself to pay therefor a price certain in money or its equivalent."[56]

"The elements of a contract of sale are: a] consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price; b] determinate subject matter; and c] price certain in money or its equivalent."[57] "A contract of sale is a consensual contract. Under Article 1475 of the Civil Code, the contract of sale is perfected at the moment there is a meeting of minds upon the thing which is the object of the contract and upon the price." [58]

After due consideration, We find that there is strong countervailing evidence establishing the absence of consent or meeting of the minds between petitioner and the spouses Pamat. To be clear, there is no other documentary evidence offered by petitioner to prove that a contract of sale was entered into by the parties aside from the October 22, 1990 and January 23, 1991 receipts. The only other evidence presented to prove the existence of a contract of sale is the testimony of petitioner and Jesusa.

Petitioner points out that Jesusa specifically testified that she and Natividad sold their shares in Lot 512-C, thus:

> ATTY. BALMACEDA
> x x x x
>
> Q- And, Madam Witness do you know, since already, since you already sold your portion in Lot 512-C to Christina Seming, do you know what happened to the other portion which you were not the owner of said portion (sic)?
> A- Yes, Sir.
>
> Q- What happened with that portion of the lot owned by Natividad Pamat?

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[56] *Uy v. Heirs of Uy-Renales*, G.R. No. 227460, December 5, 2019.
[57] *Riosa v. Tabaco La Suerte Corporation*, 720 Phil. 586, 596 (2013).
[58] *Uy v.Heirs of Uy-Renales*, supra.

A- Since both of us did not have money for the case filed against us, she also sold that property.

Q- To whom did she sell a portion of Lot 512-C?
A- Also to Christina because it was she who shouldered the expenses during that time when there was a pending case against us.

Q- And how do you know this fact that Natividad Pamat also sold her portion of Lot 512-C to Christina Seming?
A- It was because we had a conversation, the three of us, Natividad, myself and Christina and we were talking about how we could settle the problem of the case if we did not have money that time for the litigation expenses and so, that agreement came about because it was Christina who shouldered the litigation expenses.

Q- And can you tell us Madam Witness when was the agreement or when did this conversations regarding the sale of the lot to Christina Seming?
A- In the year 1977.[59]

However, upon further questioning by counsel, Jesusa admitted that while the parties intended to execute a document for the sale of Lot 512-C after the resolution of Civil Case No. 744, said document of sale was only signed and executed by and between Jesusa and petitioner. Jesusa then expressly admitted that Natividad did not sign the document of sale insofar as her portion of Lot 512-C is concerned, thus:

ATTY. BALMACEDA
x x x x

Q- Now Madam Witness you earlier stated that you had already sold your portion of the Lot 512-C to the plaintiff Christina Seming, do you have any document to prove that indeed that your property was already sold?
A- The documents are in possession of Christina.

x x x x

Q- Now, can you tell us what this document is about regarding the sale of your portion in favor of Christina Seming?
A- **It was agreed by us that after the litigation, that is the only time that we will execute a document but what happened was that, after the litigation, when we executed that document, only I who signed in that document. Natividad Pamat did not sign the document.**[60]

The foregoing testimony of petitioner also reveals that Jesusa and Natividad offered for sale to petitioner only half of Lot 512-C, which petitioner even initially rejected, thus:

ATTY. BALMACEDA
x x x x

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59 TSN, September 27. 2006, pp. 14-16.
60 Id. at 19-20. Emphasis supplied.

Q- Can you tell us how you came to reside in that Lot 512-C in 1977?
A- In 1977, Natividad Pamat and Jesusa Seming approached me and sought my help because during that time they had a case with Maria Aguilar.

Q- And what was your response to their request?
A- When they approached me and sought my help they were offering half of the property to me in exchange of whatever help I might give them. However, I told them that I do not want half of the share of the property. I told them that I will give them all the assistance and help but that in return if ever they would want that property sold, that it be sold to me.

Q- And did that arrangement push through, Madam Witness?
A- Yes, Sir. In the year 1977 I started residing in that place, in that lot and it was also during that year that I started spending for the case that had with Maria Aguilar and also I was also giving them the amount needed for their daily needs or daily expenses.[61]

Moreover, in a Compromise Agreement[62] dated January 10, 2006 entered into by Jesusa, Natividad and petitioner, it was expressly stated that petitioner and her husband were only in possession of the one-half portion of the lot belonging to Jesusa, *viz.:*

> That based on the Sketch/Special Plan (*Annex "A"*) of Engr. Lorenzana, dated January 3, 2006, at the instance of plaintiff Natividad Pamat and Jesusa Seming Lopez, the said lot 512-C has already been subdivided conformably with the aforesaid division and partition, and the respective shares of Natividad Pamat and Jesusa Seming Lopez is now delineated with a concrete fence, indicating that the one-half portion thereof which is presently in the possession of defendants Spouses Eutiquio Seming and Christina Seming shall be share of defendant Jesusa Seming Lopez as spelled out in par. 2 hereof, and the other half thereof shall go to plaintiff Natividad Lopez, hence, the parties agree that said concrete fence shall be the boundary of the plaintiffs' share and that of defendant Jesusa Seming Lopez's share; x x x x[63]

The foregoing testimonies of Jesusa and petitioner may serve to indicate that while there may have been initial talks as to the sale of Lot 512-C, no actual transfer or conveyance of Natividad's portion of Lot 512-C ever took place. In fact, petitioner only occupied and built her conjugal dwelling on Jesusa's portion of Lot 512-C. Moreover, as mentioned by Jesusa in her testimony, a document of sale exists only insofar as the latter's portion of the lot is concerned. It also bears emphasizing that the above Compromise Agreement was executed in 2006, or almost three decades after the supposed sale of Lot 512-C was entered into by Jesusa, the spouses Pamat, and petitioner. Interestingly, petitioner, despite being a party to the Compromise Agreement, failed to mention therein the supposed sale of Lot 512-C to her,

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61 TSN, February 1, 2007, pp. 12-13. Emphasis supplied.
62 *Records*, pp. 11-12.
63 Id. at 11.

or, at the very least, the alleged fact that she was likewise in possession of Natividad's half-portion of Lot 512-C.

A careful review of the foregoing testimonial and documentary evidence reveals that Natividad did not consent to enter into any contract of sale involving her half portion of Lot 512-C, completely belying petitioner's testimony and the contents of the October 22, 1990 and January 23, 1991 receipts. Simply put, there was in reality no meeting of the minds with respect to the alleged sale of the subject property. There is no clear and convincing evidence that Natividad definitely sold the subject property to petitioner. In this connection, We are also inclined to agree with the appellate court that, aside from the bare allegations of petitioner, there is total lack of evidence which would establish that Natividad *expressly agreed* to the arrangement that the financial aid extended to her would be treated as consideration for the sale of the subject property.

Petitioner's argument that her occupation and consequent construction of a permanent and substantial improvement on the subject property proves her ownership thereof, fails to persuade. Jesusa specifically testified that the concrete pavement supposedly constructed by petitioner is only 10 to 12 meters in size[64] out of the 771-square meter property. This structure does not constitute a substantial and permanent improvement on the property that would otherwise indicate actual ownership of the portion claimed to be her own. Besides, the testimonies of Postrado[65] and Emelita[66] both debunked Natividad's claim that she has exercised ownership and possession over the property by planting fruit-bearing trees and vegetables thereon. Notably, petitioner failed to submit any evidence that would controvert the testimonies of Postrado and Emelita.

Further, petitioner's payment of real property taxes does not prove that the whole area of Lot 512-C was sold to her. In any case, this Court cannot give probative or evidentiary value to the tax receipts and tax certification presented by petitioner. [67] Firstly, the tax receipts presented date back to 2002 to 2007 only. Notably, these receipts all the more cast doubt on petitioner's and Jesusa's assertion that the sale of Lot 512-C took place in 1977. Secondly, the tax certification[68] presented by petitioner showing that she had paid real property taxes on Lot 512-C since 1977 up to 2006 is a mere photocopy and not even a certified true copy of the original. A mere photocopy otherwise controverted by the opposing party cannot be admitted into evidence and the same cannot stand in the place of the original.

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64 TSN, September 27, 2006, p. 24.
65 TSN, May 15, 2008, pp. 21-22.
66 TSN, June 26, 2008, pp. 9-13.
67 *Records*, pp. 157-159.
68 Id. at 173.

Determinate Subject Matter and Price Certain in Money.

The object of the supposed sale in the instant case is ambiguous. It is well settled that the object of every contract must be determinate.[69] "The requisite that a thing be determinate is satisfied if at the time the contract is entered into, the thing is capable of being made determinate without the necessity of a new or further agreement between the parties."[70]

Petitioner relied on the October 22, 1990 and January 23, 1991 receipts to prove that Natividad transferred and conveyed to petitioner the former's 771-square meter portion of Lot 512-C. But as mentioned above, said receipts are null and void, and thus, should not be given evidentiary weight and credence. Notably, even if we consider the receipts presented by petitioner, the exact portion of Lot 512-C allegedly sold to petitioner was not specified. The phrase "[t]his amount is payment only for two lots" renders the object of the sale ambiguous as it does not even define the metes and bounds of the lots which are supposedly the subject of the sale.

The price for the sale of the subject property is also uncertain. Other than her bare testimonies, petitioner's claim that she extended financial aid to Natividad was not supported by corroborating evidence. Although the litigation expenses spent by petitioner form part of the purchase price of the subject property, no receipt of expenses was presented by petitioner which would aid this Court to determine the exact amount thereof. This undetermined amount of expenses all the more renders the price or consideration of the sale ambiguous.

Hence, considering that there is no valid contract of sale between petitioner and Natividad, the Court finds that the appellate court committed no error in setting aside the November 4, 2009 Decision of the RTC. Accordingly, the CA was also correct in deleting the award of damages and attorney's fees to petitioner for lack of factual basis.

WHEREFORE, the Petition is **DENIED**. The July 22, 2011 Decision and May 21, 2012 Resolution of the Court of Appeals in CA-G.R. CV No. 94393 are **AFFIRMED**. Costs against the petitioner.

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[69] Art. 1349 of the Civil Code, which states:
The object of every contract must be determinate, as to its kind. The fact that the quantity is not determinate shall not be an obstacle to the existence of the contract, provided it is possible to determine the same, without the need of a new contract between the parties.

[70] Article 1460 of the Civil Code, which states:
Art. 1460. A thing is determinate when it is particularly designated or physically segregated from all others of the same class.
The requisite that a thing be determinate is satisfied if at the time the contract is entered into, the thing is capable of being made determinate without the necessity of a new or further agreement between the parties.

SO ORDERED.

RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:

ESTELA M. PERLAS-BERNABE
Senior Associate Justice

MARVIC M. V. F. LEONEN
Associate Justice
Chairperson

EDGARDO L. DELOS SANTOS
Associate Justice

JHOSEP Y. LOPEZ
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.

MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division 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.

DIOSDADO M. PERALTA
Chief Justice