

SECOND DIVISION

[G.R. NO. 163743, January 27, 2006]

**DOLORES PINTIANO-ANNO, PETITIONER, VS. ALBERT ANNO
(DECEASED) AND PATENIO SUANDING, RESPONDENTS.**

D E C I S I O N

PUNO, J.:

This is an appeal from the Decision and Resolution of the Court of Appeals, dated January 23, 2004 and May 24, 2004, respectively, affirming the Decision of the Regional Trial Court (RTC) of La Trinidad, Benguet, which dismissed the complaint for cancellation of transfer documents and damages, with prayer for preliminary injunction, filed by petitioner Dolores Pintiano-Anno before the Municipal Trial Court (MTC).

First, the facts. Petitioner Dolores Pintiano-Anno and respondent Albert Anno (spouses Anno) were married on January 23, 1963. No children were born out of their marriage. Petitioner contends that during their marriage, they acquired a 4-hectare public, unregistered, virgin, agricultural land in Lamut, Becket, La Trinidad, Benguet. **In 1974, the land was declared for tax purposes solely in the name of her husband, respondent Albert Anno, under tax declaration no. 12242.** Petitioner contends that she and her spouse had been in open, continuous, exclusive and notorious possession and occupation of the subject land; that they both worked on the land, and, that they also hired a caretaker to oversee it. The 1985 tax declaration described the land as camotal and decreased its area to 2.6735 hectares as a result of tax mapping.

Petitioner contends that without her knowledge, respondent Albert executed two documents of transfer covering the subject land. In an **Affidavit of Waiver, dated January 30, 1996**, respondent Albert waived and quitclaimed in favor of petitioner's first cousin, respondent Patenio Suanding, his rights over a portion of the subject land. More than a year later, respondent Albert conveyed to respondent Suanding the remainder of the land in a **Deed of Sale, dated November 29, 1997. In both documents, respondent Albert declared that he is the lawful owner and possessor of the subject land.** Thus, the documents of transfer did not bear the signature and written consent of petitioner as the wife of the vendor, respondent Albert. Thereafter, the subject land was transferred by respondent Suanding to third persons, Myrna Nazarro and Silardo Bested.

Petitioner filed a case against respondents Albert Anno and Suanding with the MTC of La Trinidad, Benguet, for Cancellation of the Waiver of Rights, Deed of Sale and Transfer Tax Declarations, and Damages, with a prayer for issuance of a writ of preliminary injunction. In her complaint,^[1] petitioner alleged that the subject land belongs to the conjugal partnership of spouses Anno, and thus could not have been validly conveyed by respondent Albert to respondent Suanding without her written

consent as spouse.

Respondent Albert did not file an Answer.^[2] For his part, respondent Suanding took the stand. He testified that respondent Albert represented to him that the land was his exclusive property as the land was part of his inheritance and he had been in possession thereof prior to his marriage to petitioner. He likewise presented a 1997 Certificate^[3] from the Office of the Municipal Assessor of La Trinidad, Benguet, stating that no improvements were listed in their records as introduced by respondent Anno on the subject land.

After trial, the **MTC ruled in favor of petitioner. It found that both parties failed to sufficiently prove by convincing evidence the nature of ownership of the subject land.** However, the MTC applied Article 116 of the Family Code and ruled that the subject land is presumed to belong to the conjugal partnership of spouses Anno. It held that the conveyance of the land to respondent Suanding was void as it was done without the marital consent of petitioner, the wife of vendor-respondent Albert.^[4]

Respondent Suanding appealed to the RTC of La Trinidad, Benguet. He maintained that the subject land is the exclusive property of respondent Albert Anno. **The RTC found for respondent Suanding.**^[5] It ruled that as petitioner failed to adduce evidence that the subject land was acquired by the spouses during their marriage, the presumption that the property belongs to their conjugal partnership could not be made to apply. The RTC thus declared the land to be the exclusive property of the vendor, respondent Albert Anno, which he could validly sell without the consent of petitioner-spouse.

The Court of Appeals affirmed the decision of the RTC.^[6] It likewise found petitioner's evidence insufficient to prove that the subject land was acquired by spouses Anno during their marriage.

Hence, this petition.

The issue in the case at bar is whether the subject land belongs to the conjugal partnership of gains of spouses Anno and thus cannot be validly conveyed by one spouse without the consent of the other.

We find no merit in the petition.

Indeed, all property of the marriage is presumed to be conjugal in nature.^[7] However, for this presumption to apply, the party who invokes it must first prove that the property was acquired during the marriage. Proof of acquisition during the coverture is a condition *sine qua non* to the operation of the presumption in favor of the conjugal partnership.^[8]

To prove that spouses Anno acquired the subject land during their marriage, petitioner presented her **1963 marriage contract** with respondent Albert and the initial **1974 tax declaration** over the property. She likewise testified that she and her husband diligently paid the taxes thereon and worked on the land.