



E-FILED
CNMI SUPERIOR COURT
 E-filed: May 13 2019 04:18PM
 Clerk Review: N/A
 Filing ID: 63256613
 Case Number: 17-0140-CV
 N/A

By order of the Court, Pro Tem Judge David A. Wiseman

3 **FOR PUBLICATION**

4 **IN THE SUPERIOR COURT**
 5 **FOR THE**
 6 **COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

6	PAUL A. MANGLONA)	CIVIL ACTION NO. 17-0140
7)	
7	Plaintiff,)	
8)	
8	v.)	
9)	
9	PRISCILLA M. TORRES, THOMAS A.)	
10	MANGLONA, THE ESTATE OF)	FINDINGS OF FACTS AND
10	BERNADITA A. MANGLONA, AND ALL)	CONCLUSIONS OF LAW
11	PERSONS UNKNOWN CLAIMING ANY)	
11	LEGAL OR EQUITABLE RIGHT,)	
12	TITLE, ESTATE, LIEN OR INTEREST)	
12	IN THE PROPERTY ADVERSE TO THE)	
13	PLAINTIFF’S TITLE OR ANY)	
13	CLOUDED PORTION THERETO,)	
14)	
14	Defendants.)	

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 16 **I. INTRODUCTION**

17 THIS MATTER came before the Court for a bench trial beginning on February 20-22, 2018,
 18 and continued to conclusion on November 13, 2018, at the United States District Court for the
 19 Northern Mariana Islands, Courtroom 301. The Plaintiff was present and represented by attorneys
 20 Mark Scoggins and Rene Holmes.¹ Defendants, Co-Administrators of the Bernadita A Manglona
 21 (“BAM”) Estate and Priscilla M. Torres and Thomas A. Manglona in their individual capacities
 22 were represented by attorney Samuel Mok. All of the other Defendants with the exceptions of
 23

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¹ Ms. Holmes only appeared before the Court to cross-examine the Defendant’s handwriting expert.

1 Prudencio A. Manglona Jr., and Charles A. Manglona appeared *pro se* but indicated during trial
2 they joined the arguments made by the Defendants.

3 II. BACKGROUND

4 The underlying case is a quiet title action. The Plaintiff, Paul A. Manglona, seeks a judicial
5 determination that he is the rightful owner of a parcel of real property located in the Upper Capitol
6 Hill area of Saipan known as Lot No. 026 E 01 (the "Property"). Plaintiff's claim of ownership is
7 based primarily on a July 11, 1985, Deed of Gift (the "1985 Deed") that was allegedly signed by his
8 mother Bernadita A. Manglona (the alleged grantor) conveying the Property to him. Defendants
9 dispute Plaintiff's claim contending 1) that the Deed was forged and thus void as a matter of law
10 and 2) that at least fifty percent (50%) of the Property had already been conveyed to the Defendants
11 in equal shares through a July 26, 2013, Deed of Gift (the "2013 Deed") signed by Prudencio T.
12 Manglona (the husband of Bernadita A. Manglona) who had a fifty percent (50%) marital property
13 interest in the Property.

14 The trial began on February 20, 2018, with the Plaintiff's case-in-chief. At the conclusion of
15 the Plaintiff's case-in-chief on February 22, 2018, Defendants moved for judgment on partial
16 findings pursuant to COM. R. Civ. P. 52(c) and a briefing schedule was set. After reviewing the
17 submissions, the Court denied Defendants' motion. *Manglona v. Torres, et al.*, Civil No. 17-0140
18 (NMI Super Ct. June 1, 2018) (Order Denying Defendant's Motion for a Judgment on Partial
19 Findings). The Court felt that it was necessary to hear the Defendants' case-in-chief before
20 providing a decision in the case.

21 On November 13, 2018, the bench trial resumed with the Defendants' case-in-chief.
22 Plaintiff was present along with his attorney Mark Scoggins. Defendants, Co-Administrators of the
23 BAM Estate, were represented by attorney Samuel Mok. Co-Administrator Priscilla M. Torres was
24 present along with heirs John A. Manglona and Vincent A. Manglona who both appeared *pro se*. At

1 the conclusion of trial, the parties were again directed to submit Proposed Findings of Facts and
2 Conclusions of Law in support of their respective positions. The Court renders its decision below.

3 III. FINDINGS OF FACT

4 During the entire trial, the Plaintiff presented evidence consisted of testimony from three (3)
5 witnesses and eight (8) documentary exhibits of which only four (4) were applicable to the central
6 issue of whether the 1985 Deed was valid. The other four (4) documentary exhibits pertained to
7 Plaintiff's causes of action relating to Slander of Title. Plaintiff's relevant documentary evidence
8 consisted of the 1985 Deed of Exchange dated June 17, 1985 (Plaintiff's Trial Exhibit 1), a Deed of
9 Gift dated July 11, 1985 (Plaintiff's Trial Exhibit 2), a handwritten summary of a family meeting
10 allegedly held on September 18, 2013 (Plaintiff's Trial Exhibit 5.1), and a Deed of Exchange dated
11 November 11, 1985 (Plaintiff's Trial Exhibit 6). The Plaintiff's testimonial evidence all came from
12 interested witnesses consisting of himself and his two brothers, Defendants Prudencio A. Manglona
13 Jr. and Charles A. Manglona.² The current case is one of five (5) separate but ancillary cases filed
14 by the Plaintiff and/or Defendants Prudencio A. Manglona and Charles A. Manglona. Plaintiff
15 chose to not call a handwriting expert to testify.

16 Defendants presented evidence consisting of testimony from three (3) lay witnesses and
17 twenty-six (26) documentary exhibits. Defendants also presented expert testimony by handwriting
18 expert Reed Hayes. Hayes testified out of order and during the Plaintiff's case-in-chief, with the
19 Court's permission, due to the fact he was scheduled to return to his native Hawaii. The parties
20 stipulated that Defendant John A. Manglona would testify that he was familiar with the signature of
21 Bernadita A. Manglona (his mother) and that all of the exemplars relied on by the handwriting
22 expert in his analysis were the signatures of Bernadita A. Manglona.

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² Each of these witnesses are also involved in the contentious Civil No. 13-0195 probate proceeding.

1 After assessing the credibility and weight of the witness testimony and documentary
2 evidence presented by the plaintiff, the Court **FINDS** the following facts were established by a
3 preponderance of the evidence:

- 4 1. Bernadita A. Manglona originally acquired the Property on June 17, 1985, pursuant to a Deed of
5 Exchange with the Marianas Public Land Corporation (“MPLC”).
- 6 2. Bernadita A. Manglona acquired the Property during the course of her marriage to Prudencio T.
7 Manglona.
- 8 3. A Deed of Gift allegedly conveying the Property from Bernadita A. Manglona to Plaintiff was
9 notarized on July 11, 1985, and recorded on July 22, 1985.
- 10 4. Plaintiff entered into a forty (40) year Land Lease Agreement with Sale Provisions with a
11 Japanese investor named “Kiichiro Takeyoshi” on July 19, 1985.
- 12 5. Bernadita A. Manglona passed away on May 30, 2009.
- 13 6. The Defendants notified the Plaintiff that the BAM Estate was claiming an interest in the
14 Property in early December 2013 by the Co-Administrators’ filing of an Estate Inventory, which
15 listed the Property as an estate asset.
- 16 7. On July 26, 2013, approximately thirty (30) deeds were signed by Prudencio T. Manglona,
17 notarized, and recorded. These deeds, which included a Deed of Gift to the Property, conveyed
18 his interest to the heirs/parties in equal shares. This decision was made due to Prudencio T.
19 Manglona’s deteriorating health condition and pending remarriage.
- 20 8. Prudencio T. Manglona passed away on June 3, 2014.
- 21 9. On July 25, 2016, the Co-Administrators sent a letter through their attorney notifying GPPC
22 (the contractors for the Property) that the Co-Administrators intended to file a quiet title action
23 regarding the Property.
- 24 10. On April 27, 2017, Plaintiff leased the Property to a company called “American CM.”
11. The Property was vacant and/or undeveloped until May 2017 at which point construction
activities began to occur on the property.
12. On May 5, 2017, the Defendants Priscilla M. Torres and Thomas A. Manglona in their
individual capacities recorded a Notice of their claim to the Property with the Commonwealth

1 Recorders' Office based on a Deed of Gift dated July 26, 2013, executed by Prudencio T.
2 Manglona.

3 13. The July 11, 1985, Deed of Gift is a *forgery*, as the signature *is not* Bernadita A. Manglona's.

4 After reviewing the evidence as well as assessing the credibility and weight of the witness
5 testimony and documentary evidence presented by the Defendants, the Court **FINDS** that Facts 1-
6 12 were established by the *preponderance of the evidence* and Fact 13 was established by *clear and*
7 *convincing evidence*.

8 **IV. CONCLUSIONS OF LAW**

9 The Court stated above that the 1985 Deed is invalid because the signature contained therein
10 is a forgery and not the signature of Bernadita A. Manglona. The Court provides the legal basis for
11 its decision below. The Court also provides its legal rationale for the other issues brought by the
12 Plaintiff before the Court. These include issues regarding the Statute of Limitations, Doctrine of
13 Laches, Doctrine of Adverse Possession, Slander, and Prudencio T. Manglona's interest in the title
14 to the Property.

15 **A. Legal Standard Governing the Validity of a Notarized Deed**

16 A notarized deed creates a rebuttable presumption of notary validity that must be overcome
17 by clear and convincing evidence to the contrary. *Butler v. Encyclopedia Britannica*, 41 F.3d 285,
18 294-95 (7th Cir. 1994) (citing 1 Am. Jur. 2d Acknowledgments § 83 (1994); *see Beazley v.*
19 *Turgeon*, 772 S.W.2d 53, 59 (Tenn. Ct. App., 1989) (stating that a notary's acknowledgment says to
20 the world that the execution of the instrument was carried out according to law). "The clear and
21 convincing evidence standard prevents substantial doubt concerning the correctness of the
22 conclusions drawn from the evidence." *Butler*, at 294-95, *citing Brandon v. Wright*, 838 S.W. 2d,
23 532, 536 (Tenn. Ct. App. 1992) (stating that the clear and convincing evidence standard is more
24 exacting than a preponderance of the evidence but does not require certainty beyond a reasonable

1 doubt). Here, it is undisputed that the 1985 Deed was notarized as a notary stamp appears below the
2 alleged signature of Bernadita A. Manglona along with a notary signature. (Plaintiff's Exhibit 2,
3 Defendants' Exhibit 1). Under the above-referenced case law, the 1985 Deed was presumptively
4 valid at the beginning of the trial.

5 **B. Defendants Have Established by Clear and Convincing Evidence that the 1985 Deed**
6 **of Gift was a Forgery**

7 The Defendants successfully rebutted the preemption of validity by showing through clear
8 and convincing evidence that the signature of Bernadita A. Manglona on the 1985 Deed was forged.

9 **1. The Expert Opinion of Bernadita A. Manglona's Signature**

10 Defendants called their handwriting expert Reed Hayes to testify. Mr. Hayes testified that he
11 is a certified handwriting and document examiner with approximately thirty (30) years of
12 experience. *Tr. (February 2018), pg. 184: 4-13.* Mr. Hayes testified that he holds numerous
13 certificates of study and accreditation as a handwriting and document examiner. *Tr. pg. 184-188.*
14 Mr. Hayes apprenticed for four (4) years with the Acting Handwriting Examiner of the Honolulu
15 Police Department. *Tr. pg. 186: 8-13.* Mr. Hayes testified that he is a member in good standing of
16 the National Association of Document Examiners, a professional association that requires members
17 to pass extensive written and oral exams to join. *Tr. pg. 185: 11-18.* Additionally, the Association
18 requires mandatory recertification every five (5) years. *Id.* Mr. Hayes is also a board member of the
19 Scientific Association of Forensic Examiners. *Tr. pg. 186: 14-19.*

20 Mr. Hayes was previously qualified to testify in twenty-seven (27) cases in the State of
21 Hawaii and once in Guam. *Tr. pg. 189: 6-12; pg. 190: 2-6.* Mr. Hayes has never been found
22 unqualified as a handwriting expert by a court. *Tr. pg. 190: 7-9.* He published articles in peer-
23 reviewed handwriting and document examination journals as well as numerous newspaper and
24 magazine articles related to handwriting. *Tr. pg. 190: 16-22.* He authored a book published in 2006

1 called *Forensic Handwriting Examination. Id.* Mr. Hayes has taught classes, seminars, and
2 workshops in the field of handwriting analysis throughout the United States as well as Canada and
3 the United Kingdom. *Tr. pg. 190: 23-25, pg. 191: 2-7.* At trial, the Court found that Mr. Hayes had
4 the requisite education, training, skill, experience and knowledge in the field of handwriting
5 analysis and document examination to qualify him as an expert in those fields. *Tr. pg. 207: 12-25;*
6 *pg. 208: 1-18.*

7 Mr. Hayes testified that he applied the Assessment, Comparison, and Evaluation (“ACE”)
8 process published by the Scientific Association of Forensic Examiners. *Tr. pg. 241: 2-24.*
9 Specifically, Mr. Hayes took eighteen (18) known signature exemplars of Bernadita A. Manglona
10 provided to him by the Defendants and compared them to the signature on the 1985 Deed. *Tr. pg.*
11 *213: 2-15; pg. 214: 10-21.* The signature exemplars of Bernadita A. Manglona came from reliable
12 documents such as a bank signature card kept by the Bank of Guam, driver’s licenses, a U.S.
13 Passport, collateral receipt issued by the Bank of Guam for a loan, notarized deeds and leases, and
14 copies of checks and corporate filings for a family held corporation. (Defendants’ Exhibits 1-20).
15 Mr. Hayes testified that he analyzed and compared slants, loops, T-crosses, proportions of letters,
16 line quality and spacing between letters of the exemplars with the signature contained on the 1985
17 Deed. After analyzing the exemplars and the 1985 Deed, Mr. Hayes concluded that Bernadita A.
18 Manglona did not sign the 1985 Deed. *Tr. pg. 211: 15-21; pg. 222: 15-24.*

19 On Mr. Hayes’ cross-examination, Plaintiff pointed out differences in certain individual
20 exemplars in an attempt to challenge the expert’s contention that the exemplars were in agreement
21 with each other. However, Mr. Hayes explained that there was a difference between natural
22 variance and an improper signature. *Tr. pg. 249: 23-25; pg. 250: 2-7, pg. 290: 2-14; pg. 294: 6-17.*
23 Mr. Hayes reiterated that Bernadita A. Manglona did not sign the 1985 Deed:

24

1 Mr. Mok: Okay. And despite everything that you—despite all the questions that
2 plaintiff's counsel asked you, as you sit here today in your
3 professional expert opinion taking into account all of the variations
4 and factors that were brought up today, what is your opinion as to
5 whether the signature on the July 11, 1985 deed of gift is a valid
6 signature of Bernadita A. Manglona?

7 Mr. Hayes: My opinion is that Bernadita A. Manglona did not sign the document
8 in question.

9 Mr. Mok: And how certain are you of that opinion?

10 Mr. Hayes: I am absolutely certain.

11 *Tr. pg. 300: 6-16.* Mr. Hayes explained his education, experience, knowledge, and training enabled
12 him to determine the difference between a natural variance and an improper signature. *Id.* Further,
13 Mr. Hayes explained that he was looking at the totality of all eighteen (18) exemplars and
14 comparing them to the totality of the handwriting features of the signature on the 1985 Deed rather
15 than comparing one particular aspect of one exemplar with one particular aspect of another
16 exemplar. *Tr. pg. 299: 8-15.*

17 After listening to the testimony and reviewing the transcript multiple times, the Court finds
18 Mr. Hayes' expert testimony credible. The Court also notes that Mr. Hayes was the only
19 handwriting expert to testify in this trial. Plaintiff had since at least June 2017 to obtain a
20 handwriting expert but did not deem it necessary. Additionally, Plaintiff was on notice that
21 Defendants intended to call a handwriting expert.³ *Tr. pg. 10: 3-20.* Despite this notice, Plaintiff did
22 not present any expert testimony in support of the validity of the 1985 Deed or to rebut the expert
23 testimony of Mr. Hayes even though plaintiff knew that the validity of the signature on that
24 document would be at issue. In fact, Plaintiff admitted during cross-examination that he could have
retained a handwriting expert as early as November 2013 but deliberately chose not to do so:

Mr. Mok: And you could have at any time hired a handwriting expert from
November 2013 until now to verify any of your verbal contentions
today, right?

³ Defendants filed a motion seeking funds for that explicit purpose in Civ. No. 13-0195 one year previously. *Tr. pg. 10: 3-20.*

1 Plaintiff: I could have but I don't need, it's my land.
Mr. Mok: But you didn't...
2 Plaintiff: It's my land.

3 *Tr. pg. 395: 14-19.* Plaintiff admitted that the person who allegedly notarized his mother's
4 signature, Glenda Reyes, was his long time former secretary. *Tr. pg. 391: 12-19.* Plaintiff also
5 admitted that Ms. Reyes was currently living on Saipan but he did not call her to testify for trial to
6 corroborate the validity of the 1985 Deed. *Tr. pg. 391: 23-25, pg. 392: 2-3.*

7 The Court notes that Mr. Hayes was the only disinterested party to testify at the trial as he
8 had no interest in the Property or prior relationships with any of the parties or their counsel before
9 being retained.

10 **2. The Testimony of John A. Manglona**

11 Defendants also called to the stand Heir John A. Manglona. John testified that he is the son
12 of Bernadita A. Manglona and Prudencio T. Manglona. *Tr. (November 2018), pg. 5: 23-25; pg. 6:*
13 *1-5.* John testified that he is personally familiar with his mother's signature by virtue of the fact he
14 is her son and has known her signature all his life. *Tr. pg. 6: 6-17.* Specifically, John testified that
15 he used to work as a storekeeper at his parent's store in Rota when he was a student until he began
16 law school. He testified that his mother would routinely sign documents in front of him such as
17 checks. *Id.* John confirmed that all of the exemplars relied on by the expert, Mr. Hayes, were his
18 mother's signature. *Tr. pg. 6: 18-24.* John then stated that the signature on the 1985 Deed was not
19 his mother's signature:

20 Mr. Mok: Thank you, Your Honor. John, I am going to show you what's
21 marked and admitted as defense Exhibit 1. Can I approach the
witness?
The Court: Yes.
22 Mr. Mok: And just for purposes of identification, is that a deed of gift dated July
11, 1985?
23 John: Yes.
Mr. Mok: And the signature at the bottom of that document, is that your
24 mother's signature?

1 John: No, it's not.

2 *Tr. pg. 7: 10-22.*

3 John also spoke about three (3) deeds of gifts drafted by Plaintiff's daughter, Deanna
4 Manglona, that were forwarded to him by Plaintiff for review via email on November 4, 2010. *Tr.*
5 *pg. 8: 16-22; pg. 9: 4-8.* All of the deeds of gifts drafted by Deanna listed Prudencio T. Manglona
6 as the Grantor and all the heirs collectively as the Grantees. *Tr. pg. 12: 23-25; pg. 13: 12-14.* Each
7 deed of gift purported to convey property owned by Prudencio T. Manglona on Saipan, Tinian, and
8 Rota respectively. *Tr. pg. 13: 5-11.* The deed of gift representing the Saipan properties included the
9 Property, Lot 026 E 01. *Tr. pg. 14: 11-18.* John testified that Deanna drafted the deeds of gifts
10 based on information provided by Plaintiff and that Plaintiff never objected or complained that the
11 Saipan Deed of Gift conveyed property he purportedly owned to all the other heirs. *Tr. pg. 14: 19-*
12 *25.*

13 Additionally, John testified about the facts and circumstances surrounding his father
14 Prudencio T. Manglona's signing of a 2013 Deed that conveyed Lot 026 E 01, the Property, to all
15 the heirs without complaint by Plaintiff. John said he took the photos depicted in Defendant's
16 exhibits 23-26. John stated that these photos show the various family members present at his house
17 when deeds of gifts were being drafted on behalf of Prudencio T. Manglona. *Tr. pg. 17: 2-15; pg.*
18 *19: 7-10.* John testified that Plaintiff was at the house most of the day and actively participated in
19 the preparation of the deeds by Oliver Manglona (Charles' son). *Tr. pg. 19; 21-25, pg. 20; 2-6; pg.*
20 *21: 19-25; pg. 22: 2-5.* John testified that one of the deeds of gifts prepared for his father included
21 the Property, Lot 026 E 01. *Tr. pg. 20: 7-12.* John testified that after all of the deeds of gift were
22 signed by Prudencio T. Manglona that Plaintiff went out of his way to come back that same evening
23 at approximately 11:00 p.m. to review the signed deeds. *Tr. pg. 22: 11-22.* After reviewing the
24

1 deeds of gifts, Plaintiff never objected to the fact that property purportedly belonging solely to him
2 was being conveyed to all the heirs equally. *Tr. pg. 22: 23-25; pg. 23: 2-11.*

3 On cross-examination, Plaintiff attempted to argue that Prudencio T. Manglona signed the
4 deeds of gift on July 26, 2013, which he did not allegedly own. However, Plaintiff failed to
5 establish this point as evidenced by this exchange:

6 Mr. Scoggins: But the point is that your father signed several documents in
7 2013 pertaining to properties that he may not have had any
8 interest in, correct?

9 John: You showed me two documents and in one I said, yes, he has
10 a legal interest in 30-42 but as to the other property, I am not
11 sure but you have to show me the other documents where you
12 say that he signed several deeds where he had not legal
13 interest.

14 Mr. Scoggins: Well, he signed the deed on 26 E 01 as well, correct?

15 John: Correct.

16 Mr. Scoggins: And it's Paul's position that your father had no legal interest
17 in it, correct?

18 John: And that's Paul's position and it's our position that there was
19 a forgery.

20 Mr. Scoggins: Okay.

21 *Tr. pg. 32: 3-18.* Even if Plaintiff succeeded in establishing that some of the properties conveyed by
22 Prudencio T. Manglona included lots that he did not own anymore, it is unclear what relevance that
23 alleged fact has on the issue of whether Plaintiff could have reasonably been expected to object if
24 property he claimed to own was being conveyed to others. The fact Prudencio T. Manglona
believed he owned certain property does not explain why Plaintiff would not object to the 2013
Deed if he genuinely believed he owned the Property.

20 **3. The Testimony of Vincent A. Manglona**

21 The testimony of Vincent A. Manglona was brief. First, Vincent testified that he is familiar
22 with his mother's signature and that the signature on the 1985 Deed was not his mother's signature.

23 *Tr. pg. 37: 8-10; pg. 40: 2-4.* Second, Vincent testified that he first saw the 1985 Deed on or around
24 November 2013, when his sister, Priscilla M. Torres, brought it to his attention. *Tr. pg. 36: 23-26;*

1 *pg. 37: 2-5.* Prior to that date, Vincent did not know Plaintiff was claiming ownership of the
2 Property. *Tr. pg. 37: 11-14; pg. 38: 19-22.* Vincent never heard his brother Plaintiff talk about his
3 ownership of the Property, he never heard any statements by his parents that Plaintiff owned the
4 Property, and he never discussed with his siblings Plaintiff's purported ownership of the Property.
5 *Tr. pg. 37: 19-25; pg. 38: 2-22.*

6 **4. The Testimony of Priscilla M. Torres**

7 Priscilla testified she was personally familiar with her mother Bernadita A. Manglona's
8 signature and that signature on the 1985 Deed did not belong to her mother. *Tr. pg. 42: 11-20.*
9 Priscilla also testified that the first time she discovered the 1985 Deed was while she was preparing
10 the estate inventory for her mother's probate in November 2013. *Tr. pg. 42: 2-20.* Priscilla testified
11 that she never heard her brother Plaintiff talk about his ownership of the Property, she never heard
12 any statements by her parents Bernadita A. Manglona and Prudencio T. Manglona that Plaintiff
13 owned the Property, and she never discussed with her siblings Plaintiff's purported ownership of
14 the Property. *Tr. pg. 43: 11-25; pg. 44: 7.* Priscilla also testified that the Property, did not have any
15 physical markers or signs that would indicate who owned the property. *Tr. pg. 44: 8-16.*

16 **5. Plaintiff's Testimonial Evidence Lacked Credibility**

17 In general, Plaintiff's witnesses lacked credibility, as they were all interested witnesses who
18 gave conflicting, ambiguous and at times unbelievable testimony. *See State v. Halmos, 775 P. 2d.*
19 *1226, 1227 (Haw. 1998)* (stating that the trial court has the right and duty to weigh the evidence and
20 to draw reasonable and rational inferences from the facts in evidence including circumstantial
21 evidence); *In Re: Estate of Rofag, 2 NMI 18, 31 (1991)* ("We will accord particular weight to a trial
22 judge's assessment of conflicting and ambiguous evidence").

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1 **6. The Testimony of the Plaintiff, Paul A. Manglona**

2 Plaintiff testified in support of his own case. Plaintiff admitted during cross-examination
3 that he had his father Prudencio T. Manglona sign a self-serving Affidavit dated December 10,
4 2013, from his hospital bed at the Rota Health Center even though he was seriously ill with cancer
5 at the time. *Tr. (February 2018) pg. 411: 8-25.* Plaintiff attempted to downplay the seriousness of
6 his father’s illness by claiming his father “wasn’t so sick.” *Tr. pg. 413: 2-4.* Plaintiff testified that
7 his father was “walking” and that “he was not like dying or what” and was “perfectly fine”. *Tr. pg.*
8 *414: 2-10; pg. 414: 5-10.* However, Plaintiff eventually admitted that his father was so sick that he
9 was at the Rota Health Center at 8:40 a.m. but had to be airlifted to the hospital in Saipan by 11:55
10 a.m. *Tr. pg. 413: 5-25.* Plaintiff also admitted that his father was in a wheelchair contrary to his
11 earlier assertion that his father was walking. *Tr. pg. 414: 5-10.* Plaintiff further admitted that his
12 father had black stools and needed an emergency blood transfusion, which contradicts his earlier
13 testimony that he was “perfectly fine”. *Tr. pg. 414: 14-24.*

14 Plaintiff also admitted during cross-examination that his daughter Deanna Manglona, an
15 attorney, drafted deeds of gift on behalf of his father sometime in November 2010 that conveyed
16 the Property to all of his heirs/siblings in equal shares. *Tr. pg. 353: 5-23, pg. 356: 9-20.* Plaintiff
17 admitted that Deanna sent emails to him, John A. Manglona and their nephew Dean Manglona
18 (“Dean”) with the draft deeds of gift prepared by Deanna attached (Defendants’ Exhibit 21). *Tr. pg.*
19 *350: 2-14; pg. 353: 17-23.* Plaintiff admitted that he invited both John and Dean to comment on the
20 draft deeds of gift. *Id.* Plaintiff further admitted that the draft deeds of gift prepared by his daughter,
21 Deanna listed the Property as belonging to his father and being gifted to all of his siblings in equal
22 shares. *Tr. pg. 357: 20-26.*

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1 However, Plaintiff claimed he never saw the draft deeds of gift prepared by his own
2 daughter even though he admitted receiving them as attachments via email and even though he was
3 the one who had assigned her the task of preparing the deeds:

4 Mr. Mok: And do you see listed under number 2, the Upper Capitol Hill
 Property?

5 Plaintiff: Now I see, yeah.

6 Mr. Mok: Okay. Now-so, you say you never saw that before?

7 Plaintiff: Well, I probably said like I said, I didn't care what was it. My
 daughter was supposed to just write everything, let my dad sign
 whatever interest he has away.

8 Mr. Mok: You saw it before, that what's you just said?

9 Plaintiff: No, I don't know that I read it or that I pay attention to the listing but
 I got this email, yes, and I forwarded.

10 Mr. Mok: And you saw this deed of gift listing the Saipan properties including
 Capitol Hill?

11 Plaintiff: No, I didn't see what they list. I didn't see any of the listing, I just
 forwarded.

12 *Tr. pg. 358: 2-13.* Plaintiff admitted he never objected or complained that the Property was included
13 in the draft deeds of gift prepared by his daughter. *Tr. pg. 374: 9-19; pg. 388: 9-20.*

14 Plaintiff initially claimed he was not present when his father signed the 2013 Deed
15 conveying the Property to him and his siblings in equal shares. *Tr. pg. 358: 14-24.* Later, Plaintiff
16 admitted he was at John's house most of the day where his father Prudencio T. Manglona was
17 staying at the time. *Tr. pg. 367: 21-24; pg. 368: 17-25.* Plaintiff admitted he left John's house at
18 7:00 p.m. to attend a fundraiser at Pacific Island Club then came back to the house later that
19 evening. *Tr. pg. 369: 2-15.* Plaintiff admitted that he insisted on obtaining copies of all the deeds
20 signed by his father that day from John and that he was in fact given copies of "everything." *Tr. pg.*
21 *373: 10-15.* Once again, Plaintiff claimed that he did not look at the copies of the signed deeds he
22 was given. *Tr. pg. 373: 16-25; pg. 374: 2-5.*

23 Plaintiff stated that the primary basis of his claim of ownership is that the 1985 Deed was
24 notarized. *Tr. pg. 396: 20, 25; pg. 397: 2-12.* Plaintiff testified that he "assumed" the signature on

1 the 1985 Deed belonged to his mother because it was notarized and not because he recognized her
2 signature:

3 Mr. Mok: Paul, is that your mom's signature on Exhibit 2?
4 Plaintiff: I assume it's her signature because this is the deed of gift that she
5 gave me and I can't remember how she signed or what but I just
6 assume because it's her signature and it was notarized.
7 Mr. Mok: Okay. Well, this is a deed of gift purporting to give you property,
8 right?
9 Plaintiff: Right.
10 Mr. Mok: So, you are not sure if this is her signature, is that your testimony?
11 Plaintiff: No, I am saying it's her signature because it's been notarized.
12 Mr. Mok: Alright okay. So, that's her—
13 Plaintiff: As far as whether she signed it, you know, I have to say that just like
14 the other deed of gift, I wasn't there when she signed it.

15 *Tr. pg. 341: 17-25; pg. 342: 2-9.* Plaintiff's admission that he is not personally sure whether the
16 signature on the 1985 Deed is his mother's is consistent with other portions of his testimony where
17 he identified no less than nine (9) defense exhibits that he was not sure depicted his mother's
18 signature. *Tr. pgs. 328-40.* Included among these exhibits is a collateral receipt document for a bank
19 loan (Defendants' Exhibit 6), a driver's license (Defendants' Exhibit 7), three (3) Bank of Guam
20 checks (Defendants Exhibits 8-10), a notarized Lease Agreement (Defendants' Exhibit 11), a
21 notarized Ground Lease (Defendants' Exhibit 13), a filed corporation annual report (Defendants'
22 Exhibit 14), and a notarized Ground Lease (Defendants' Exhibit 18). *Id.*

23 Plaintiff's admissions regarding his father's illness, his claim of not reading draft deeds of
24 gifts prepared by his own daughter in 2010, or reviewing copies of signed deeds of gift given to him
by his brother John after he demanded the same are unconvincing at best. Further, Plaintiff does not
appear to be able to independently recognize his mother's signature on the 1985 Deed as he
admitted on cross-examination that he "assumes" it is her signature merely because it was
notarized. For these reasons, Plaintiff's testimony lacked credibility.

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1 **7. The Testimony of Charles A. Manglona**

2 Plaintiff's second witness was his brother Charles A. Manglona ("Charles") and a Co-
3 Trustee of the PB Manglona Family Trust. Charles was not a credible witness due to significant
4 memory defects he suffers. Charles admitted that he had a stroke in 2009 for which he takes
5 medication that sometimes affects his ability to remember numbers, words, dates and people. *Tr.*
6 *pg. 88: 6-25; pg. 89: 2-10.* Charles testified that he had taken his medication on the day of his
7 testimony. *Tr. pg. 86: 6-10.* Notwithstanding his memory problems, Charles claimed he
8 remembered Plaintiff receiving the 1985 Deed from his mother. *Tr. pg. 79: 18-22.* Charles testified
9 that he remembers Plaintiff being asked to find a buyer for the property by his parents because
10 "they really needed money" at that time. *Tr. pg. 81: 3-6.*

11 Charles claimed that he also remembered Plaintiff finding a lessee for the Property. *Tr. pg.*
12 *81: 7-13.* Charles stated that Plaintiff received \$50,000 from the lessee, which Plaintiff then gave to
13 their parents. *Tr. pg. 81: 20-23.* According to Charles, he remembers seeing a deposit ticket for that
14 amount in the business office for California First Bank or Commonwealth Bank. *Tr. pg. 81: 14-23.*
15 Charles also testified he remembered receiving \$1,000 from his parents around the time which he
16 believes came from the \$50,000 Plaintiff received from the lessee. *Tr. pg. 82: 2-10.*

17 In light of his medical condition, it is unclear how Charles could remember such details of
18 this particular transaction given the fact it occurred thirty-three (33) years ago. It seems highly
19 unlikely that Charles would remember one specific deposit slip in the family's business office from
20 thirty-three (33) years ago. Charles also testified that he was familiar with his mother's signature
21 and that the signatures on the 1985 Deed and the June 17, 1985 Deed of Exchange both belonged to
22 his mother. *Tr. pg. 87: 2-9.* Additionally, Charles testified that the two signatures appeared to be the
23 same. *Tr. pg. 87: 18-24.*

1 However, on cross-examination, Charles admitted he did not see his mother sign the June
2 17, 1985 Deed of Exchange or the 1985 Deed. *Tr. pg. 91: 11-25; pg. 116: 12-16.* Charles said he
3 might recognize his mother's signature but that it "depends." *Tr. pg. 117: 9-14.* Charles stated it
4 depended on whether he is with his mother and sees her sign something. *Tr. pg. 117: 15-22.* Charles
5 initially testified that the bank signature card for his mother's Bank of Guam account (Defendants'
6 Exhibit 5) may have been signed by someone other than Bernadita A. Manglona, although he later
7 appeared to agree that it was her signature. *Tr. pg. 120: 19-22; pg. 121: 2 -3.* Charles stated that the
8 Collateral Receipt for a loan issued by the Bank of Guam (Defendants' Exhibit 6) was probably
9 signed by someone other than Bernadita A. Manglona because it purportedly looked "different"
10 from her other signatures. *Tr. pg. 121: 6-20; pg. 122: 3-7.* Charles further stated that his father
11 Prudencio T. Manglona may have signed for his mother in regard to this Collateral Receipt. *Tr. pg.*
12 *122: 15-25.* Charles stated that the signature on his mother's CNMI issued Driver's License
13 (Defendants' Exhibit 7) was different than the other signatures but he ultimately stated it was her
14 signature. *Tr. pg. 123: 4-25; pg. 124: 2-6.*

15 When asked about whether the signatures on three (3) checks were his mother's, Charles
16 stated: "I think so," "maybe," "it might be," and that "I can't tell" when asked. *Tr. pg. 124: 11-25,*
17 *pg. 125: 2-25, pg. 126: 2-25, pg. 127: 2-3.* Charles stated it was possible that his father signed the
18 checks depicted in Defendants' Exhibits 9-10. *Id.* Charles responded "maybe" when asked whether
19 the signature depicted on his mother's U.S. Passport (Defendants' Exhibit 20) belonged to his
20 mother. *Tr. pg. 128: 7-11.* Charles explained he said "maybe" because the signature on this
21 document was "different from the rest". *Tr. pg. 130: 7-16.* Charles stated that the signature on a
22 Lease Agreement (Defendants' Exhibit 11) belonged to his mother. *Tr. pg. 131: 13-19.* Yet, there
23 did not appear to be any logical reason why he would recognize the signature on this Lease
24 Agreement but not recognize the signatures on other documents.

1 Charles stated he was “not sure” whether the signature on an Agreement to Lease
2 (Defendant’s Exhibit 12) was his mother’s signature. *Tr. pg. 132: 2-4*. Charles explained his answer
3 by saying his mother signed her name “different” and that he was not sure because he was not there
4 to see her sign it. *Tr. pg. 132: 5-21*. Charles stated that the signature on a Ground Lease
5 (Defendants’ Exhibit 13) belonged to his mother. *Tr. pg. 133: 1-9*. Charles also stated that the
6 signature on an Annual Corporation Report (Defendants’ Exhibit 14) belonged to his mother. *Tr.*
7 *pg. 134: 4-9*. Charles stated “maybe” as to whether the signature depicted in the PB Properties, Inc.
8 Bylaws (Defendants’ Exhibit 15) belonged to his mother. *Tr. pg. 134: 10-25*. When asked why he
9 was unsure about this particular signature Charles responded “because my dad always sign on my
10 mom’s behalf.” *Tr. pg. 135: 2-13*.

11 Charles stated “maybe” as to whether the signature depicted in an Annual Corporation
12 Report for PB Properties, Inc. (Defendants’ Exhibit 16) belonged to his mother. *Tr. pg. 135: 14-23*.
13 Charles then had this exchange with Defendants’ counsel:

14 Mr. Mok: What is it about this particular signature that causes you to not be
sure?
15 Charles: Because her signature always change sometimes.
16 Mr. Mok: I am sorry, could you say that again?
17 Charles: Because her signature always change sometimes.
18 Mr. Mok: Your testimony is, her signature always changes sometimes?
Charles: Yes.
Mr. Mok: So, you are not able to verify whether that is her signature, correct?
Charles: No.

19 *Tr. pg. 135: 24-25; pg. 136: 2-12*. Charles stated “maybe” as to whether the signature depicted on a
20 Ground Lease (Defendants’ Exhibit 17) belonged to his mother even though the Ground Lease was
21 notarized and recorded. *Tr. pg. 136: 13-21*. Charles then had this further exchange with Defendants’
22 counsel:

23 Mr. Mok: So, what causes you about this particular signature to not be sure
whether is her signature?
24 Charles: Because I am not there when she signs it.

1 Mr. Mok: So, if you are not there you're not able to know whether she signed
something?
2 Charles: Sometimes.

3 *Tr. pg. 136: 22-25; pg. 137: 2-3.* Charles stated "maybe" as to whether the signature depicted in a
4 different Ground Lease (defendants' Exhibit 18) belonged to his mother even though this Ground
5 Lease was notarized and recorded. *Tr. pg. 137: 4-13.*

6 It is apparent from Charles' testimony that he does not have a discernible basis for
7 recognizing his mother's signature, despite claiming knowledge of her signature and claiming the
8 ability to identify it when shown. His responses to questions inviting him to share his rationale for
9 why he determined some signatures were valid and why he determined others invalid were vague,
10 evasive and incoherent answers. Therefore, the Court finds Charles' testimony not credible.

11 **8. The Testimony of Prudencio A. Manglona Jr.**

12 Plaintiff also called his brother Prudencio A. Manglona Jr. ("Prudencio Jr.") to testify.
13 Prudencio Jr. is also a Co-Trustee of the PB Manglona Family Trust, which is an interested party in
14 the underlying probate and the initiator of various lawsuits against the Co-Administrators of the
15 BAM Estate. The testimony provided by Prudencio Jr. lacked credibility as his statements were
16 vague, conclusory, and contradictory.

17 On direct examination, Prudencio Jr. testified that as a family member he is generally
18 familiar with his family's property holdings. *Tr. pg. 37: 11-13.* Prudencio Jr. testified that "in his
19 opinion" the Plaintiff owned the Property. *Tr. pg. 38: 11-12.* However, Prudencio Jr. did not state
20 the specific basis of his personal opinion other than his general status as a family member.
21 Prudencio Jr. also testified that he is generally familiar with the signature of his mother, Bernadita
22 A. Manglona, and would be able to identify it correctly. *Tr. pg. 39: 21-25; pg. 40: 1-5.* Prudencio
23 Jr. was shown the June 17, 1985 Deed of Exchange (Plaintiff's Trial Exhibit 1) and he testified that
24 he recognized his mother's signature on the last page. *Tr. pg. 40: 6-18.* Prudencio Jr. was also

1 shown the 1985 Deed (Plaintiff's Trial Exhibit 2) and testified that the signature depicted on that
2 document was his mother's signature. *Tr. pg. 41, 1-15.* However, during cross-examination,
3 Prudencio Jr. admitted that he never actually witnessed his mother sign the 1985 Deed. *Tr. pg. 42:*
4 *4-6.* He also admitted that he does not know where his mother was when she purportedly signed
5 the 1985 Deed and admitted that he is unaware of any witnesses to her signing. *Tr. pg. 42: 10-16.*

6 Prudencio Jr. also testified about a land transaction he completed with the Kolehio
7 Foundation, which is a purported non-profit controlled by the Plaintiff. *Tr. pg. 50: 1-20.* Prudencio
8 Jr.'s account of this land transaction was convoluted and internally contradictory as well as
9 contradicted by the testimony of the Plaintiff. *Id.* Additionally, Prudencio Jr. testified that he owned
10 a parcel of real property located in Rota known as "Elik" which is approximately twenty thousand
11 (20,000) square meters and that he "traded" this property for real property located in Sinapalo
12 owned by the Kolehio Foundation. *Tr. pg. 49:14-25; pg. 51: 20-22.* Prudencio Jr. claimed that the
13 property ("Elik") he traded was worth "millions" but that he did not get an appraisal prior to trading
14 the real property with Plaintiff. *Tr. pg. 51: 11-19.* Prudencio Jr. stated the property he got back had
15 "nothing value" but said he did not care because he supposedly did not care about money and his
16 "heart is kind to everyone". *Tr. pg. 51: 2-5; pg. 52: 13-17.*

17 Prudencio Jr. stated that he wanted to see the Kolehio Foundation grow and help the
18 community even though he did not appear to know very much about the Kolehio Foundation or the
19 Plaintiff's actual role in the Kolehio Foundation. *Tr. pg. 54: 7-13; pg. 57; 2-9, pg. 67: 2-12.*
20 Further, Prudencio Jr. did not explain how his trade of property supposedly worth "millions" for a
21 supposedly worthless property in Sinapalo would help the Kolehio Foundation grow in any way.
22 Prudencio Jr. testified that his purported land exchange with the Kolehio Foundation occurred
23 sometime in 2015. *Tr. pg. 59: 2-9.* Despite the passage of only three to four (3-4) years, Prudencio
24

1 Jr. had great difficulty remembering the details of that transaction including whether he traded the
2 traded Elik for Sinapalo or whether he purchased Sinapalo.

3 During his testimony in a related quiet title action, Civ. No. 15-0082, which came before the
4 Court last year, Prudencio Jr. came across as extremely evasive. Specifically, Prudencio Jr. claimed
5 he could not remember what assets were contained in the PB Manglona Family Trust for which he
6 has purportedly acted as Co-Trustee for the past three to four (3-4) years other than two (2) stocks.
7 He could not remember if there was money in a PB Property Inc. business bank account he recently
8 closed a few months previously. He could not remember if any money was transferred from that
9 recently closed bank account to a new bank account he opened at the same bank with his brother
10 (the Co-Plaintiff) Charles A. Manglona. He could not remember if anybody told him to close the
11 bank account and open a new one. He could not remember if the BAM Estate had claimed the bank
12 account he closed as estate property. Finally, he could not remember when his parents were married
13 or the date of his own marriage. *Audio Recording of Trial (Day 2 at 1022 through 1037).*

14 Given this vagueness, general evasiveness, and apparent lack of knowledge, Prudencio Jr.'s
15 testimony is found to lack credibility.

16 **9. Summary**

17 The Court would like to note that it is surprised that neither party called the notary to testify.
18 Her testimony could have been persuasive and perhaps, even decisive for either party. Further, the
19 Court is also surprised that the Plaintiff did not procure an expert. Especially since the Defendant's
20 were going to attack the 1985 Deed as a forgery with an expert. Why the Plaintiff did not choose to
21 bring his own expert to counter the Defendants' expert is a mystery.

22 The Court finds that Defendants effectively rebutted the presumption of validity accorded to
23 the 1985 Deed based on the presentation of reliable and un-rebutted expert testimony, and the
24

1 credible testimony of heirs John, Vincent, and Priscilla. The Courts finds that the signature on the
2 1985 Deed is a forgery. Therefore, the 1985 Deed is a null and void transaction.

3 **C. The Statute of Limitations Does Not Apply**

4 A void instrument such as a forged deed cannot as a matter of law pass good title. *See*
5 *Bryce v. O'Brien et al.*, 5 Cal. 2d 615, 616; 55 P.2d 488 (Supreme Court of California, 1936) (“An
6 instrument wholly void such as a deed in blank cannot be made the foundation of a good title, even
7 under the equitable doctrine of bona fide purchase”). This is because forged conveyances are *void*
8 *ab initio* and do not transfer title as a result. *See Erler v. Creative Finance & Investments, LLC et*
9 *als.*, 203 P.3d 744,750; 349 Mont. 207, 214 (Supreme Court of Montana, 2009) (“A forged deed is
10 absolutely void and wholly ineffectual to pass title, even to a subsequent innocent purchaser”). The
11 legal effect of a forgery is that the underlying forged document is considered null and void. *Szelc v.*
12 *Stanger*, 2011 U.S. Dist. LEXIS 41827 (D.N.J. 2011) (stating that it is well-established that the
13 effect of a forgery is that the forged document is null and void).

14 Because the Court determined above that the 1985 Deed contains a forged signature it is
15 deemed *void ab initio*. Therefore, the statute of limitations does not apply in this matter since the
16 underlying transaction is deemed to have legally not occurred.

17 **D. The Doctrine of Laches Does Not Apply**

18 Plaintiff argues that even if the 1985 Deed was a forgery that the doctrine of laches bars the
19 Defendants’ interest in the Property. The party asserting laches has the burden of proof. *Matsunaga*
20 *v. Cushnie*, 2012 MP 18, ¶ 20. The doctrine of laches acts as an equitable bar preventing a party
21 from seeking recovery for an alleged wrong if it can be shown the adverse party will be prejudiced
22 due to a plaintiff’s neglect or delay. *Id.*, at ¶ 22.

23 To establish laches, a party must show 1) inexcusable delay in the assertion of a known right
24 and 2) prejudice to the party asserting laches. *In Re Martens*, 2007 MP 5, ¶ 7. However, “laches is

1 not a doctrine concerned solely with timing. Rather, it is primarily concerned with prejudice.” See
2 *Grant Canyon Tr. v. Tucson Elec. Power Co.*, 391 F.3d 979, 988 (9th Cir. 2004) (quoting *In re*
3 *Beatty*, 306 F. 3d 914, 924 (9th Cir. 2002) (“A lengthy delay, even if unexcused, that does not result
4 in prejudice does not support a laches defense”).

5 First, Plaintiff failed to show inexcusable delay. Plaintiff did not proffer credible testimony
6 showing when the Defendants first received notice of the 1985 Deed. Vague references are made by
7 the Plaintiff’s witnesses regarding “meals and lunches” with their parents where the subject of the
8 1985 Deed was allegedly raised. However, there is no credible evidence that any of the Defendants
9 were present at these unspecified meals and lunches. The only potential evidence Plaintiff tried to
10 offer was a self-serving handwritten summary of a meeting that took place on September 18, 2013,
11 between Defendant Thomas A. Manglona, the Plaintiff, and Prudencio T. Manglona where the
12 subject of the Property purportedly came up. However, the Court excluded Plaintiff’s Exhibit 5 as
13 hearsay. If anything, Plaintiff’s testimony that he distributed to his family for review deeds of gift
14 drafted by his own daughter, Deanna, that listed the Property as belonging to his father belies any
15 notion that he notified any family member that he owned the Property. Additionally, the fact he
16 would allow his father, without objection or complaint, to sign an actual Deed of Gift dated July 26,
17 2013, that listed the Property as belonging to his father further reinforces the theory that Defendants
18 had no notice of his ownership rights. In contrast, Priscilla and Vince both explicitly testified that
19 they did not know of the 1985 Deed until the probate commenced sometime in November 2013.

20 Second, the Plaintiff failed to show prejudice. Specifically, there are two primary forms of
21 prejudice: evidentiary prejudice and economic prejudice. *Matsunaga, supra* at ¶ 22. Evidentiary
22 prejudice occurs when evidence is lost or when witness memories have faded or outright died. *Id.*
23 Economic prejudice occurs when the asserting party took actions or suffered consequences that
24 would not have occurred if suit had been promptly brought. *Id.* Neither evidentiary nor economic

1 prejudice exists in this case. There is no evidence of economic prejudice because the property at
2 issue is undeveloped. Plaintiff cannot plausibly claim economic prejudice given the fact the
3 Property was undeveloped and vacant up until just recently when construction activity first began
4 within the last two (2) years. Further, when this construction activity commenced, Plaintiff was on
5 notice that the status of the Property was disputed. Therefore, any actions he took to convey the
6 disputed Property in spite of this knowledge are self-inflicted injuries that a prudent person would
7 otherwise have avoided.

8 Additionally, there is no suggestion of evidentiary prejudice because Plaintiff had ample
9 opportunity to call the Notary Public, Glenda P. Reyes, who purportedly notarized the 1985 Deed.
10 However, she was never called to the stand despite the fact that Plaintiff admitted she lived on
11 Saipan and was his former long-time secretary. Plaintiff's father, Prudencio T. Manglona, could
12 have testified about the 1985 Deed. Instead, Plaintiff filed objections to the Defendants' efforts to
13 have the testimony heard. It is clear that no evidence of prejudice occurred.

14 For the reasons elaborated upon above, the Court dismisses the Plaintiff's claim of laches.

15 **E. The Doctrine of Adverse Possession Does Not Apply**

16 To establish adverse possession, a party must show the possession was: 1) exclusive, 2)
17 actual and uninterrupted, 3) open and notorious and 4) hostile under a claim of right. *Teregeyo v.*
18 *Fejeran*, 2004 MP 18, ¶ 10. Plaintiff failed to satisfy his burden of establishing that adverse
19 possession occurred in this case. First, Plaintiff failed to plead this claim in his Complaint and only
20 raised it for the first time in his pretrial statement. Further, Plaintiff failed to proffer any evidence
21 during trial that he actually used the property akin to "working it and putting it to use during the
22 period of the statute of limitations." *Id.*, at ¶ 10. The testimony at trial made clear that the property
23 was vacant land or as Priscilla put it is a "boonie" property. Additionally, Plaintiff failed to show
24 that the possession of the Property was "open and notorious". *McCain v. Cook*, 184 Neb. 147, 165

1 N.W.2d 734 (1969) (stating that “it is the visible and exclusive possession with intention to possess
2 the land occupied under the belief that it belongs to him that constitutes its adverse character.”)
3 Here, the Plaintiff’s testimony made clear that the Property was unoccupied and undeveloped up
4 until two (2) years ago when construction activity commenced. Therefore, the Court dismisses
5 Plaintiff’s cause of action for Adverse Possession.

6 **F. Slander of Title Did Not Occur and Prudencio T. Manglona Had a Valid fifty**
7 **percent (50%) Interest in the Property**

8 Defendants did not slander title by their filing of a Notice of Fee Title Ownership. The basis
9 of the Notice was predicated on the 2013 Deed made by Prudencio T. Manglona to his heirs in
10 equal shares. The 2013 Deed is independent of the Co-Administrators’ claim based on the forgery
11 of the 1985 Deed. Prudencio T. Manglona had a marital interest in the property because the
12 Property was acquired through a land exchange during his marriage to Bernadita A. Manglona. As
13 such, the marital property presumption applies and Plaintiff was required to show by clear and
14 convincing evidence that the Property was the individual property of Bernadita A. Manglona.

15 Plaintiff failed to meet his heavy burden of proving at trial through clear and convincing
16 evidence that the Property was the separate property of Bernadita A. Manglona. *See Reyes v. Reyes*,
17 2004 MP 1, ¶ 36 (stating that the presumption of marital property is “nearly conclusive” and may
18 only be overcome by clear and convincing evidence). Plaintiff may argue that Prudencio T.
19 Manglona’s claim to the Property is barred by 8 CMC §1820(e), which appears to place a statute of
20 limitations on marital property transfers made without the consent of a spouse. According to the
21 aforesaid statute, Prudencio T. Manglona had the earlier of one (1) year after notice of the transfer
22 or three (3) years after the purported conveyance described in the 1985 Deed to bring an action to
23 void the transaction. However, the Marital Property Act was enacted in 1990, which was after the
24 1985 Deed was made. Laws are presumed to apply prospectively unless a clear legislative intent

1 exists to apply the law retroactively. *Nevada Division of Welfare vs. Lizama*, 2017 MP 16, ¶ 14;
2 *Two Rivers v. Lewis*, 174 F.3d 987 (9th Cir. 1999). Here, there was no clear legislative intent
3 contained in the text of the Marital Property Act that indicated it would apply retroactively.
4 Therefore, 8 CMC §1821 does not apply.

5 Therefore, Defendants' filing of a Notice based on Prudencio T. Manglona's marital
6 property interest of fifty percent (50%) was based on the meritorious claim described above. Given
7 the above findings, the Court dismisses Plaintiff's cause of action for Slander of Title.

8 **V. CONCLUSION**

9 For the foregoing reasons, the Court finds that the Deed of Gift dated July 11, 1985 is a
10 forgery and thus a null and void transaction. The rest of the Plaintiff's claims are without merit and
11 are dismissed with prejudice.

12
13 **IT IS SO ORDERED** this 13th day of May, 2019.

14
15 /s/ _____
16 **DAVID A. WISEMAN**
17 Judge Pro Tempore
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