



**Filed**

Supreme Court of Guam, Clerk of Court

**IN THE SUPREME COURT OF GUAM**

**VIVIAN ULLOA McCURDY,**  
Plaintiff-Appellee,

**v.**

**CHAMORRO EQUITIES, INC.,**  
Defendant-Appellant.

Supreme Court Case No.: CVA20-020  
Superior Court Case No.: CV0632-17

**OPINION**

**Cite as: 2021 Guam 29**

Appeal from the Superior Court of Guam  
Argued and submitted on October 26, 2021  
Via Zoom video conference

Appearing for Defendant-Appellant:

Daniel J. Berman, *Esq.*  
Berman Law Firm  
Bank of Guam Bldg.  
111 W. Chalan Santo Papa, Ste. 503  
Hagåtña, GU 96910

Appearing for Plaintiff-Appellee:

Jacqueline Taitano Terlaje, *Esq.*  
Law Office of Jacqueline Taitano Terlaje, P.C.  
284 W. Chalan Santo Papa  
Hagåtña, GU 96910

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BEFORE: F. PHILIP CARBULLIDO, Chief Justice; JOHN A. MANGLONA, Justice *Pro Tempore*; and JOSEPH N. CAMACHO, Justice *Pro Tempore*.

**CARBULLIDO, C.J.:**

[1] The appeal arises from a bench trial concerning the ownership of registered property, and a house constructed on that same property, in Agana Heights. Vivian Ulloa McCurdy and Chamorro Equities, Inc. (“CEI”) dispute the legal effect of an oral agreement, made in the late 1980s or early 1990s, between CEI and Vivian’s sister, Lucy P. Ulloa. Lucy, now deceased, resided in the house on the Agana Heights property for over twenty years. In the last several years of Lucy’s life, Vivian and her husband stayed with Lucy in the house. After Lucy’s death, CEI—the registered owner of the Agana Heights property—sought to collect rent, and eventually to evict the McCurdys. Vivian, through her husband as her guardian, filed a quiet title, fraud, and constructive trust suit against CEI to transfer title in the Agana Heights property from CEI to Lucy’s estate. Vivian sought to enforce an oral agreement from the late 1980s or early 1990s in which CEI promised to transfer title in the Agana Heights property to Lucy. Vivian prevailed at trial. The trial court addressed all of CEI’s defenses except its defense based on the Land Title Registration Law, 21 GCA §§ 29101-29206 (2005). The trial court ordered the underlying basic lot partitioned and title to the Agana Heights property transferred from CEI to Lucy’s estate, and the court also imposed a constructive trust against CEI until the transfer was completed.

[2] For the reasons below, we reverse.

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## I. FACTUAL AND PROCEDURAL BACKGROUND

### A. The Ulloa Family

[3] Seven siblings in the Ulloa family, as original shareholders, founded CEI.<sup>1</sup> The Ulloa siblings are Lucy Ulloa, Alvin Ulloa (aka Jonathan Ulloa), George Ulloa, Priscilla Hartwick (aka June Hartwick), Esther Thompson, Paul Ulloa (aka Dan Ulloa), and Vivian McCurdy (aka Winnifred V. McCurdy). Lucy served as a director of CEI from 1987 to at least 2007. Four of the siblings, including Lucy, are deceased. After their parents' death, each sibling inherited a one-seventh share in Agana Heights Lot Nos. 3307-2, 3307-3, and 3307-4. Lucy never married or had any children.

### B. The Agana Heights Property

[4] On November 30, 1987, a Warranty Deed conveying Lot No. 3307-2 in Agana Heights to the corporation was signed by Lucy, Paul, and Alvin, and by Lucy as attorney-in-fact for George, Vivian, Esther, and June. The deed was recorded with the Department of Land Management in December 1987.

[5] In the late 1980s or early 1990s, the siblings agreed that the corporation would issue each sibling a \$375,000.00 housing allowance. This benefit was distributed in different forms. Alvin remained in his Dededo residence but received housing payments. Priscilla received a house in Oregon, which was valued at \$375,000.00. George, Esther, and Vivian each received a housing allowance of \$375,000.00. When the siblings first discussed the housing allowance, the sibling shareholders, acting for the corporation, entered an oral agreement, known as the "Shareholders Agreement," in which CEI promised to convey two separate lots of land to Lucy and Paul,

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<sup>1</sup> CEI began as a closely held corporation, but the corporation has since issued shares to non-family members.

respectively, instead of a cash payment. In 2013, CEI transferred a lot to Paul's estate; Vivian alleged this was in accordance with the Shareholders Agreement.

[6] In 1990, the corporation paid approximately \$161,000 to build a house on Lot No. 3307-2; this house is referred to by the parties as the Agana Heights Residence ("AHR"). The AHR is located at 106 Ulloa Untalan Estates, Agana Heights, Guam 96910. In 2015, the house was valued at \$522,675. Except for a one-year stay in Tennessee, Lucy resided at the AHR from 1990 until her death in 2014 and never paid rent. From 2006 until Lucy's death, Vivian and her husband Richard came to live with Lucy at the AHR to help Lucy in her old age.

[7] According to Gerald Hartwick, Vice President of CEI, the company paid all the real property taxes, electricity, and water bills generated from the AHR—a nine-bedroom, five-bathroom residence. CEI's accounting records show that it charged Lucy house repairs, plumbing expenses, survey costs, and housing insurance for the AHR, totaling several thousand dollars.

### **C. Lucy Ulloa Registered the AHR in CEI's Name**

[8] The corporation's meeting minutes contain ambiguous statements about Lucy's ownership of the AHR. Following construction of the AHR, the siblings discussed the ownership of the house at several board meetings and repeatedly referred to the house as belonging to Lucy. CEI's March 9, 1990 Annual Meeting Minutes state:

The home of Lucy Ulloa was also discussed with it being understood that each heir will get a lot in Agana Heights, the first being Lucy Ulloa. As mentioned in the past, the company built said home for Lucy because of the work and sacrifices done by Lucy and Alvin in the past.

Record on Appeal ("RA"), tab 108 at 3 (Finds. Fact & Concl. L., Sept. 17, 2020) (quoting RA, tab 84 (Pl.'s Ex. List, Jan. 29, 2020), Pl.'s Ex. 1 at 1 (CEI Mins. Mar. 1990)). CEI conceded the fact

that in 1990, it promised to construct the AHR for Lucy and convey the associated lot to her. Appellant's Br. at 5 (Mar. 16, 2021).

[9] Several Board of Directors' meetings took place at "Lucy Ulloa's home in Agana Heights, Guam." RA, tab 108 at 3 (Finds. Fact & Concl. L.) (citing multiple board meeting minutes). The meeting minutes from the years following the Shareholders Agreement show that the siblings continually referred to the AHR as "Lucy's home." *See id.* at 4 (quoting RA, tab 82 (Def.'s Ex. List, Jan. 29, 2020), Def.'s Ex. 14 at 2-3 (CEI Mins., Mar. 4-6, 1998)). For instance, the December 1993 minutes recorded that "Lucy's home for time being is kept as CE[I]'s asset." *Id.* at 3 (quoting RA, tab 84, Pl.'s Ex. 16 at 3 (CEI Mins. Dec. 1993)). Yet there is no written agreement in which CEI agreed to transfer the AHR to Lucy. In contrast to informal references at board meetings, the siblings took formal steps to ensure that title to the AHR was formally in the corporation's name, such as signing the warranty deed on November 30, 1987, and subsequent recording of the deed on December 11, 1987.

[10] The trial court took judicial notice of both CEI's petition to register the property in its name and subsequent court approval. *See* Transcript ("Tr.") at 42-43 (Bench Trial, Mar. 4, 2020). On January 27, 1995, CEI filed a Petition for Registration of Title to Land for Lot 3307, which includes the AHR. Lucy signed and filed this sworn petition in her capacity as CEI's director. The petition for land registration provides that "[CEI] does not know or has it ever heard of any person who has or claims an interest therein by the way of title, lien[,] or other claim adverse to petitioner." Appellant's Excerpts of Record ("ER") at 284-88 (Pet. Registration Title to Land, Jan. 27, 1995). Lucy and her siblings also signed a Corrected Warranty Deed conveying their interest in Lot No. 3307-2, inclusive of the AHR, to CEI on July 31, 1995. The corrected warranty deed also revised

the description of one of the lots the siblings conveyed to CEI. In the 1995 petition to register the Agana Heights property, CEI requested the court to:

find and declare title to said lands to be in [CEI's] name, in fee simple, free and clear of any title, lien or other claim in favor of any other person, and that it makes its decree adjudging its said interest and directing the Registrar of Land Titles of the Territory of Guam to register said title in the corporate name of [CEI] and issue to it Certificates of Title therefor as provided by law, and for such other and further relief as to the Court may seem just, meet and equitable in the premises.

*Id.* at 287-88 (Pet. Registration Title to Land).

[11] In 1997, the Guam Superior Court approved the deed, finding that CEI “is the owner in fee simple, free and clear of any title, lien or other claim in favor of any other person.” ER at 278-80 (Decree Establishing Title, Sept. 5, 1997). Despite the recorded deed, management at the Board of Directors’ meeting in March 1998 said that “Lot 3307-2 is subdivided among seven heirs of the Ulloa family.” RA, tab 108 at 4 (Finds. Fact & Concl. L.) (quoting RA, tab 82, Def.’s Ex. 14 at 2-3 (CEI Mins., Mar. 4-6, 1998)). Attendants at the meeting referred to the AHR as “Lucy’s Home.” *Id.* This was repeated at the June 1998 Board of Directors’ meeting, the minutes of which state: “Agana Heights Divided Into Lots. The top 4 lots are divided, the rest of the property is to return to CEI.” *Id.* (quoting RA, tab 82, Def.’s Ex. 15 at 3 (CEI Mins., June 9-14, 1998)). But, under the subtitle “Lucy’s House,” these same minutes note that “CEI owns the house.” *Id.* (quoting RA, tab 82, Def.’s Ex. 15 at 4 (CEI Mins., June 9-14, 1998)).

[12] Lucy was declared incompetent in November 2005, during the proceedings of Superior Court Case No. SP0168-05. Vivian was appointed the guardian of Lucy’s estate in 2005, and the court appointed the Public Guardian as the co-guardian of Lucy’s estate in 2011. Based on the 2005 guardianship proceeding, the trial court determined Lucy was incompetent from 2005 onwards.

[13] At trial, the Public Guardian testified that in 2011, John Terlaje, Vivian's then-attorney, asked the Public Guardian to sign a grant deed, which would have transferred the AHR property from CEI to Lucy. The Public Guardian declined to sign the deed. In part, the Public Guardian was concerned that Lucy would have to pay for the utilities and property taxes associated with the property. The Public Guardian served as Lucy's sole estate guardian from February 2012 until Lucy died in October 2014. Lucy executed her Last Will and Testament on September 21, 2005. Lucy's Will did not mention the AHR but provided that the residue of her estate would go to her siblings.

[14] Richard testified that he and Vivian relocated from the mainland to Guam in 2006 to take care of Lucy because of her declining health. He also testified that they lived in the AHR with Lucy since 2006 and did not pay rent.

#### **D. The Dispute Over the AHR**

[15] In July 2015, CEI asserted ownership of the AHR and demanded rent from the McCurdys. CEI filed an unlawful detainer action against the McCurdys in late 2016 and a second unlawful detainer action in 2017. In both instances, the McCurdys prevailed because the court found a lack of tenancy relationship, which is required for an unlawful detainer action. In May 2017, the corporation gave Vivian a notice to surrender possession of the AHR.

[16] In response, Vivian filed a quiet title action along with claims for fraud and constructive trust against CEI. CEI moved for summary judgment on all of Vivian's claims. The trial court ruled for CEI only on the fraud claim because Vivian did not properly plead fraud in the complaint; Vivian failed to identify the specific individuals at CEI who engaged in the alleged fraudulent scheme against her and Richard. The case proceeded to trial.

[17] During opening arguments, Vivian’s counsel alleged that Lucy was the only sibling to not receive the agreed-upon housing allowance, and the AHR rightfully belonged to Lucy’s estate. Vivian argued all the siblings, acting for CEI, orally promised to give Lucy the AHR. Vivian claimed that she would be entitled to an interest in the property as one of three surviving siblings, as Lucy had no children or surviving spouse.

[18] At several points during the trial, CEI argued that 21 GCA § 29117 of the Guam Land Title Registration Law was dispositive. CEI argued that under section 29117, Lucy’s signing of the 1995 petition to register the property in CEI’s name, and the court’s subsequent registration in 1997, forever quieted title to the land.

[19] CEI also raised defenses based on substituted performance, the doctrine of laches, the doctrine of unclean hands, the statute of limitations for contract claims and constructive trust claims, and the statute of frauds for oral conveyance of property. CEI also argued imposing a constructive trust would be inappropriate as it would unjustly enrich Vivian. The trial court rejected these defenses and instituted a constructive trust against CEI. The trial court made no factual or legal findings concerning CEI’s Land Title Registration Law defense.

## II. JURISDICTION

[20] This court has jurisdiction to hear appeals from a final judgment of the Superior Court. 48 U.S.C.A. § 1424-1(a)(2) (Westlaw through Pub. L. 117-78 (2021)); 7 GCA §§ 3107, 3108(a) (2005).

## III. STANDARD OF REVIEW

[21] Following a bench trial, the trial court’s findings of fact shall not be set aside unless clearly erroneous. *Unified Interest v. PacAir Props., Inc.*, 2017 Guam 9 ¶ 24 (quoting *Town House Dep’t Stores, Inc. v. Ahn*, 2000 Guam 32 ¶ 13). However, this court reviews the trial court’s conclusions

of law *de novo*. *Id.* “The interpretation of a statute is a legal question subject to *de novo* review.” *Data Mgmt. Res., LLC v. Off. of Pub. Accountability*, 2013 Guam 27 ¶ 17 (quoting *Guerrero v. Santo Thomas*, 2010 Guam 11 ¶ 8).

#### IV. ANALYSIS

[22] Although CEI raises six arguments on appeal,<sup>2</sup> we need address only whether the trial court erred in not applying Guam’s Land Title Registration Law in CEI’s favor because this issue is controlling. CEI reiterates its trial argument that 21 GCA § 29117 decides the case in its favor. Appellant’s Br. at 14-15. In response, Vivian argues CEI waived the issue because it never moved the trial court for reconsideration under the Guam Rules of Civil Procedure (“GRCP”) or the Local Rules of the Superior Court of Guam (“Local Rules”). Appellee’s Br. at 16-18 (May 17, 2021). We find that filing a motion for reconsideration was not a prerequisite for preserving this issue on appeal and agree with CEI’s argument that the applicability of the Land Title Registration Law was raised before the trial court.

##### A. CEI Preserved its Land Title Registration Law Defense for Appeal

[23] “As a general rule, this court will not address arguments raised for the first time on appeal.” *Dumaliang v. Silan*, 2000 Guam 24 ¶ 12; *see also Jovanovich v. United States*, 813 F.2d 1035, 1037 (9th Cir. 1987). In its discretion, this court can hear an issue for the first time on appeal; we have recognized three exceptions to the general rule. *Dumaliang*, 2000 Guam 24 ¶ 12 n.1. The exceptions include: “(1) when review is necessary to prevent a miscarriage of justice or to preserve the integrity of the judicial process; (2) when a change in law raises a new issue while an appeal is pending; and (3) when the issue is purely one of law.” *Id.* Although it was not articulated in

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<sup>2</sup> CEI listed only five issues in its brief, Appellant’s Br. at 1, but included six arguments, including the effect of the Land Title Registration Law, *see generally* Appellant’s Br.

*Dumaliang*, the enumerated exceptions are disjunctive. *Tanaguchi-Ruth + Assocs. v. MDI Guam Corp.*, 2005 Guam 7 ¶ 80; *see also Bolker v. Comm'r*, 760 F.2d 1039, 1042 (9th Cir. 1985) (“If one of the [aforementioned] exceptions is applicable, we have discretion to address the issue.”).

[24] Vivian acknowledges that CEI asserted its Land Title Registration Law defense in its trial brief and Proposed Findings of Fact and Conclusions of Law, and she also acknowledges that the trial court never addressed this argument. Appellee’s Br. at 17. But Vivian argues CEI waived the issue for appeal because it did not seek a determination from the trial court through a post-judgment motion, such as a motion for reconsideration under the GRCP or the Local Rules. *Id.* at 16-17. Vivian cites *Tanaguchi-Ruth + Associates v. MDI Guam Corp.*, 2005 Guam 7 ¶¶ 76-78, for the proposition that “[a] party that fails to seek determination by the trial court waives the issue on appeal.” Appellee’s Br. at 16.

[25] Building on this argument, Vivian argues that we would have to exercise our discretion to hear an argument for the first time on appeal to address CEI’s Land Title Registration Law defense. *Id.* at 17. Vivian argues it would be inappropriate to address CEI’s Land Title Registration Law argument for the first time on appeal because the record is not developed and because CEI is estopped from availing itself of the protections of the law because the oral agreement between the Ulloa siblings involved unregistered property. *Id.* at 17-18. Vivian notes the siblings registered the Agana Heights property intending to survey and subdivide the Agana Heights lots, per the sibling’s Board of Directors’ meetings. *Id.* at 18. Lastly, Vivian argues “[t]he Land [Title] Registration Act should not be utilized to avoid an obligation fully performed, and which results in the unjust enrichment of CEI.” *Id.*

[26] In *Tanaguchi-Ruth*, the trial court awarded the appellee prejudgment interest; the appellant did not object to this award at any point during proceedings in the trial court. 2005 Guam 7 ¶ 77.

Instead, the appellant challenged the trial court’s award of prejudgment interest for the first time on appeal. *Id.* ¶ 79. We noted that under the GRCP, a party is required to, “at the time the ruling or order of the court is made or sought, make[] known to the court the action which the party desires the court to take or the party’s objection to the action of the court and the grounds therefor.” *Id.* ¶ 75 (alteration in original) (quoting Guam R. Civ. P. 46). We found that the *Tanaguchi-Ruth* appellant had an opportunity to make its objection to the award of prejudgment interest known to the trial court—the appellant could have filed a motion for reconsideration under GRCP 59(e). *Id.* ¶ 76. But since the *Tanaguchi-Ruth* appellant failed to move in the trial court, the appellant waived the issue on appeal. *Id.* ¶¶ 77, 79.

[27] This case differs from *Tanaguchi-Ruth*. In that case, the appellant waited until the case was on appeal to raise its statutory defense about prejudgment interest. *See id.* ¶ 77. Here, by contrast, CEI’s petition for land registration was raised during trial. CEI cited 21 GCA § 29117 as a defense in a trial brief and in its Proposed Findings of Fact and Conclusions of Law. During CEI’s cross-examination of Richard, he testified that he was aware of the 1997 land registration. And during CEI’s direct examination of Mr. Hartwick, the trial court took judicial notice of the 1995 petition for registration and the 1997 grant of title to CEI; Vivian’s counsel did not object to this action. During closing arguments, CEI again reiterated that under oath in 1995, Lucy petitioned the trial court to register the AHR in CEI’s name.

[28] Vivian reads *Tanaguchi-Ruth* to hold that whenever the trial court fails to address an argument raised by one of the parties, that party must file a motion for reconsideration to preserve the issue for appeal; otherwise, we must exercise discretion to reach the issue. *See* Appellee’s Br. at 16-17. We disagree. In *Tanaguchi-Ruth*, we cited GRCP 59(e) as one means by which the appellant could have challenged the trial court’s award of prejudgment interest in the court below.

2005 Guam 7 ¶¶ 76-77. We also cited to other jurisdictions in which the appellate courts declined to hear a challenge to an award of prejudgment interest. *Id.* ¶ 79 (quoting *Ruck Corp. v. Woudenberg*, 611 P.2d 106, 109-10 (Ariz. Ct. App. 1980); *Evans v. Provident Life & Accident Ins. Co.*, 815 P.2d 550, 560 (Kan. 1991)). We did not hold, as a general proposition, that a party waives an issue for appellate review when it fails to file a motion for reconsideration, and we do not so hold now. CEI's defense based on the Land Title Registration Law was not raised for the first time on appeal; therefore, we need not exercise discretion to reach the issue. Further, we disagree with Vivian's contention that the record is not developed enough for this court to resolve the issue. The parties' written arguments, the trial transcripts, and the admitted evidentiary exhibits provide a sufficient basis for us to resolve this issue. We next address whether the trial court erred in failing to apply the Land Title Registration Law during trial.

### **B. The Land Title Registration Law Protects CEI's Title to the AHR**

[29] At trial, CEI's Land Title Registration Law defense centered on 21 GCA § 29117 of the Guam Land Title Registration Law. *See* RA, tab 97 at 16 (Def.'s Trial Br., Mar. 3, 2020). That statute provides:

A decree of the court ordering registration shall be in the nature of a decree in rem, shall forever quiet the title to the land therein ordered registered and shall be final and conclusive as against the rights of all persons, known and unknown, to assert any estate, interest, claim, lien, or demand of any kind or nature whatsoever, against the land so ordered registered or any part thereof, except only as in this Law provided.

21 GCA § 29117.

#### **1. The Land Title Registration Law protects the title interests of registered landowners**

[30] The Land Title Registration Law created a Torrens system for land registration in Guam. *Pelowski v. Taitano*, 2000 Guam 34 ¶ 30. The Torrens system is a "system of judicial registration

of titles . . . [intended to] ‘simplify, quicken and cheapen the transfer of real estate and to render titles safe and indefeasible.’” *Id.* (alterations in original) (quoting *Pioneer Abstract & Title Guar. Co. v. Feraud*, 267 P. 134, 137 (Cal. Dist. Ct. App. 1928)); *see also Wells v. Lizama*, 396 F.2d 877, 883 (9th Cir. 1968) (explaining that purpose of Guam Land Title Registration Law is “to allow confident reliance upon record title under the Act”).

[31] The purpose of the Torrens system is “to create ‘an absolute presumption that the register of titles speaks the last word about the title to land, eliminating all “secret liens and hidden equities,” and making the language in the register of titles absolute proof of indefeasible title excepting only those encumbrances and claims noted therein.’” *Unpingco v. Derry*, 2021 Guam 1 ¶ 14 (quoting *Kincaid v. Yount*, 459 N.E.2d 235, 238 (Ohio Ct. App. 1983)). This purpose is “accomplished by the means of registration of title and the use of certificates which conclusively show the state of the title at all times.” *Pelowski*, 2000 Guam 34 ¶ 30 (quoting *Pioneer Abstract*, 267 P. at 137).

[32] The Land Title Registration Law created a mechanism in which a party who claims an interest in a designated area of land may file a petition with the Superior Court to be declared the owners of the land. *Id.* (citing 21 GCA §§ 29105, 29112 (1994)). “Upon the service of proper notice of the petition, the court is charged with holding a hearing to determine the owner of the property, whether he be the applicant or not, and to have title to the land registered in that person’s name if he so requests.” *Id.* (citing 21 GCA § 29115 (1994)). Title 21 GCA § 29117 protects initial registrants, such as CEI. *See id.* ¶ 31 (“The provisions of the Registration Law clearly protect initial registrants.”). The land registration decree is considered “final and conclusive as against ‘the rights of all persons, known and unknown, to assert any estate, interest, claim, lien, or demand of any kind.’” *Id.* ¶ 30 (quoting 21 GCA § 29117 (1994)). Section 29117 affords this

broad protection to initial registrants because any person who claims an interest in the petitioned property is put on notice of the initial registration proceeding and can assert their competing claim.

*Id.* ¶ 31 (citing 21 GCA §§ 29112, 29115).

## **2. CEI's certificate of title defeat's Vivian's claim**

[33] Neither party disputes the existence of the Shareholder's Agreement. *See* Appellant's Br. at 5 ("CEI acknowledges that thirty-one years ago in 1990 it was agreed that the AHR was constructed by CEI to be Lucy's house and that a lot would be conveyed to her."). But the subsequent land registration proceeding, which Lucy facilitated, extinguished Vivian's ability to enforce the Shareholder's Agreement on behalf of Lucy's estate.

[34] Under the Land Title Registration Law, CEI's title is encumbered only by those listed on the certificate of title. *See Unpingco*, 2021 Guam 1 ¶ 19. CEI's certificate of title was "free and clear of any title, lien or other claim in favor of any other person." ER at 279 (Decree Establishing Title). Therefore, under the plain language of 21 GCA § 29117, the 1997 Decree Establishing Title should have "forever quiet[ed] the title to the land therein."

[35] This case resembles *Lujan v. Quinata*, 2014 Guam 20. In that case, four siblings owned a plot of land and registered the property in their names under the Guam Land Title Registration Act. *Id.* ¶¶ 3-4. During the registration proceedings, the siblings swore "no one other than the petitioners have any estate or claims any interest in said land or any part thereof, in law or in equity, in possession, remainder, reversion expectancy." *Id.* ¶ 3 (citation omitted). One of the sibling landowners allowed her nephew, Cory, to live on the property. *Id.*

[36] The Quinatas claimed that Cory's aunt had orally gifted the property to him. *Id.* ¶¶ 17, 20. We had to weigh their claim of an oral conveyance of the land against the original landowner aunt's undisputed participation in the land registration proceeding whereby the aunt affirmed there

were no competing interests in the land. *See id.* ¶ 22. The oral conveyance could not overcome the land registration proceeding. *Id.* We noted, “It is very difficult to square this sworn statement with a previous intention to convey title to a property to anyone else . . . .” *Id.* We explained that a more likely explanation was that Cory’s aunt allowed him to live on the property but never intended to convey title to the real property. *Id.* (quoting *In re Guardianship of Moylan*, 2011 Guam 16 ¶ 39).

[37] Like in *Lujan*, we must weigh Vivian’s claim that the property was orally conveyed to Lucy against Lucy’s sworn participation in the land title registration proceeding. As part of her 1995 petition to register the land in CEI’s name, Lucy swore under oath that she was unaware of any competing interests in the Agana Heights property. *See* ER at 285, 288 (Pet. Registration Title to Land). Here, Vivian seeks to enforce the oral Shareholder’s Agreement on behalf of Lucy’s estate despite the contents of the written petition. It would be “very difficult to square [Lucy’s] sworn statement with a previous intention to convey title to [the] property to anyone else.” *Lujan*, 2014 Guam 20 ¶ 22. Consistent with Lucy’s participation in the land registration proceeding, Lucy’s 2005 Last Will and Testament did not mention the AHR as an asset of her estate. This further suggests that she did not consider the AHR to be her property, and that she had no intention of devising the AHR to her siblings. Vivian’s argument that CEI is estopped from asserting the Land Title Registration Law because the Shareholder’s Agreement involved unregistered land is unsupported. *See* Appellee’s Br. at 17-18. None of the provisions in the Land Title Registration Law support this argument, and Vivian cites no authority to support this proposition. To the contrary, different provisions of the Land Title Registration Law confirm the principle that registered land shall prevail over unregistered interests. *See* 21 GCA § 29137 (providing that transferees of registered land need not inquire about unregistered trusts, liens, claims, demands, or

interests); *see also* 21 GCA § 29141 (explaining that, except for cases involving fraud or similar circumstance, “the certificate of title to [the] registered [landowner] shall be held in every court to be conclusive evidence that such registered owner has a good and valid title to the land, and for the estate or interest therein mentioned or described”).

[38] The Land Title Registration Law specifically allows for parties who claim an interest in a particular piece of land to assert that interest before the Superior Court. *See* 21 GCA § 29112. Lucy did not avail herself of this provision of the law. Instead, she filed the petition to register the property in CEI’s name and affirmed under oath that there were no competing interests in the Agana Heights property. Under these facts, enforcing the oral agreement between the Ulloa siblings three decades after the agreement was formed, and more than two decades after the Superior Court issued a contrary Decree Establishing Title, would undercut the purpose of Guam’s Torrens system. The Torrens system creates “an absolute presumption that the register of titles speaks the last word about the title to land.” *Unpingco*, 2021 Guam 1 ¶ 14 (quoting *Kincaid*, 459 N.E.2d at 238). Allowing parties to petition the Superior Court to register land free of any encumbrances only to challenge such title decades later would unravel the Torrens system’s goal of making title to registered land “safe and indefeasible.” *Pelowski*, 2000 Guam 34 ¶ 30 (quoting *Pioneer Abstract*, 267 P. at 137).

[39] The trial court erred in failing to apply the Land Title Registration Law and imposing a constructive trust against CEI in contravention of the Land Title Registration Law. We need not address CEI’s remaining arguments because CEI prevails based on the Land Title Registration Law. *See Hemlani v. Hemlani*, 2015 Guam 16 ¶ 33 (“As a general appellate principle, a court will not address issues unnecessary to the resolution of the case before it.”).

**V. CONCLUSION**

[40] Throughout the trial, CEI cited 21 GCA § 29117 of the Guam Land Title Registration Law as a defense to Vivian’s claims. CEI therefore properly preserved its Land Title Registration Law defense as an issue for appeal. As the initial registrant of the Agana Heights property, CEI was entitled to the protections of the Land Title Registration Law. Vivian’s attempt to enforce the siblings’ oral agreement three decades later on behalf of Lucy’s estate would eviscerate the protections embedded in the Land Title Registration Law.

[41] We therefore **REVERSE** the trial court’s ruling in favor of the Estate of Lucy P. Ulloa on its claims for quiet title and constructive trust, **VACATE** the trial court’s Judgment, and **REMAND** for further proceedings not inconsistent with this opinion.

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/s/  
JOHN A. MANGLONA  
Justice *Pro Tempore*

\_\_\_\_\_  
/s/  
JOSEPH N. CAMACHO  
Justice *Pro Tempore*

\_\_\_\_\_  
/s/  
F. PHILIP CARBULLIDO  
Chief Justice