

Title: Heirs of Maximo Aldon vs. Eduardo Felipe, Hermogena V. Felipe, and Vicente V. Felipe

Facts:

In between 1948 and 1950, Gimena Almosara and her husband Maximo Aldon purchased several parcels of land (Lots 1370, 1371, and 1415) located in the San Jacinto Public Land Subdivision, Masbate. Without Maximo's consent, Gimena sold these lands to Eduardo Felipe and Hermogena V. Felipe in 1951.

Years later, on April 26, 1976, the heirs of Maximo Aldon (his widow Gimena and their children Sofia and Salvador) filed a complaint in the Court of First Instance of Masbate against the Felipes, claiming ownership of the lots and alleging that they were merely orally mortgaged to the defendants, who refused an offer to redeem. The trial court ruled in favor of the Felipes, establishing them as lawful owners and dismissing the complaint.

Dissatisfied, the heirs appealed to the Court of Appeals, which reversed the trial court's decision. The appellate court found the sale invalid as it was executed without Maximo's consent, decreeing it a voidable contract, and ordered the Felipes to surrender the lots along with the net monetary value of the lots' produce after deducting an agreed amount.

Issues:

1. Whether the sale of lands belonging to the conjugal partnership by the wife without the husband's consent is valid.
2. Whether the contract of sale executed by Gimena is voidable, rescissible, unenforceable, or void.
3. Whether the heirs of Maximo Aldon have the right to question the transfer despite the lapse of time.
4. Whether the Felipes have acquired the lands by acquisitive prescription.
5. Whether the action of Sofia and Salvador Aldon is barred by the statute of limitations.

Court's Decision:

The Supreme Court held that the sale of the conjugal property by Gimena Almosara without Maximo Aldon's consent was invalid, classifying the contract as voidable. This conclusion was reached by examining relevant provisions of the Civil Code, particularly Articles 165, 166, and 172 which stipulate the husband's role as the administrator of the conjugal partnership and the requirements for consent in disposing of conjugal property. The Court modified the Court of Appeals decision, awarding Sofia and Salvador Aldon their rightful

shares of the lands and requiring the Felipes, as possessors in bad faith, to account for and pay the value of the produce from the lands corresponding to those shares from 1959.

Doctrine:

The Supreme Court clarified that a contract of sale of conjugal property made by the wife without the husband's consent is a voidable contract. This decision is critical for understanding the limitations on the authority of either spouse to unilaterally dispose of conjugal property, reinforcing the necessity for mutual consent in such transactions, and outlines the reliefs available to affected heirs in the case of unauthorized disposals.

Class Notes:

- ****Conjugal Property Administration:**** The husband is the administrator of the conjugal partnership assets. His consent is required for the alienation or encumbrance of any real conjugal property, with specific exceptions.

Relevant Provisions:

- Art. 165, Civil Code
- Art. 166, Civil Code
- Art. 172, Civil Code

- ****Classification of Defective Contracts:**** Contracts executed without requisite consent are voidable.

Relevant Provision:

- Art. 1390, Civil Code

- ****Annulable Actions:**** Actions based on contracts entered by the husband without the wife's consent can be annulled within ten years by the wife, illustrating the protective measures for conjugal assets.

Relevant Provision:

- Art. 173, Civil Code

Historical Background:

This case illustrates the evolution of property rights within the context of marital relationships in the Philippines, especially highlighting the protective legal framework governing the sale of conjugal property. It underlines the significance of mutual consent in the administration of such assets and reinforced the rights of heirs in safeguarding their

inheritances against unauthorized disposals by one parent.