

### Title:

Averia v. Averia: A Case of Judicial Partition and Ownership Disputes Over Inherited Property

### Facts:

The case revolves around a property dispute among the heirs of Macaria Francisco Averia, who was first married to Marcos Averia and then to Roberto Romero, with the latter union bearing no children. Upon Romero's death, a property in Sampaloc, Manila, was settled to Macaria's name. Alleging fraud by co-heirs in Romero's estate partition, Macaria initiated a lawsuit (Civil Case No. 79955) which, ten years later, entitled her to an additional portion of the estate.

After Macaria's death, her children from Marcos Averia sought judicial partition of the Sampaloc property. In response, Gregorio Averia and Sylvanna Vergara (representing Teresa Averia) countered, claiming exclusive ownership over half of the property, substantiated by contributions toward litigation expenses of Civil Case No. 79955 and personal care for Macaria. They also claimed acquisition of another heir, Domingo's, share through purchase.

Felipe Averia, another heir, waived his share in the disputed property in favor of his co-heirs during the case's pendency. The trial ruled in favor of Gregorio, acknowledging the transactions substantiating his claims. However, the Court of Appeals reversed this decision, citing lack of written evidence and invoking the Statute of Frauds.

### Issues:

1. Whether oral testimonies asserting sale and assignment agreements regarding shares in the disputed property are admissible despite the Statute of Frauds.
2. Whether the claimed sale of parts of the property to Gregorio Averia was valid despite the apparent lack of written contracts.
3. The applicability of the Statute of Frauds to partially or fully executed contracts.

### Court's Decision:

The Supreme Court granted the petition, setting aside the Court of Appeals' decision. It ruled the oral evidence presented in support of sale and assignment claims as credible and admissible, crediting the failure to object to such evidence as ratification under Article 1405 of the Civil Code. Thus, it determined that the Statute of Frauds does not apply to executed contracts — whether partially or fully — especially when such executions are proven by

testimony not objected to during trial.

**### Doctrine:**

The case reiterates that contracts infringing the Statute of Frauds are ratified by the failure to object to oral evidence presented to prove them or by acceptance of benefits under them (Article 1405, Civil Code). It further establishes that the Statute of Frauds applies only to executory contracts, not to contracts partially or fully executed, which can be proven by both oral and documentary evidence.

**### Class Notes:**

1. **\*\*Statute of Frauds\*\***: Requires certain contracts to be in writing but does not apply to contracts that have been partially or fully performed.
2. **\*\*Ratification of Contracts\*\***: An agreement infringing the Statute of Frauds can be ratified if objections to oral evidence are not presented, making the contract enforceable.
3. **\*\*Burden of Proof\*\***: The party asserting a fact (such as a contract's execution) bears the burden of proving it, which can be through oral or documentary evidence.

**### Historical Background:**

This case highlights the intricacies of inheritance disputes in the Philippines, especially involving verbal agreements and claims over property shares among heirs. It underscores the evolving jurisprudence regarding oral contracts in the clash between traditional practices and formal legal requirements, particularly in the context of family and inheritance laws.