

****Title:**** Imelda Ong, et al. vs. Alfredo Ong, et al.

****Facts:**** This case originated when Imelda Ong executed a Quitclaim Deed in favor of Sandra Maruzzo, a minor, transferring her rights, title, interest, and participation in a parcel of land, for a stated consideration of One Peso (P1.00) and other valuable considerations on February 25, 1976. Later, Imelda Ong revoked this Quitclaim Deed and donated the property to her son, Rex Ong Jimenez, on January 20, 1982. Sandra Maruzzo, via her guardian ad litem Alfredo Ong, filed an action against the petitioners for the recovery of ownership/possession and nullification of the Deed of Donation on June 20, 1983. The petitioners contended that the Quitclaim Deed was null and void, being a donation requiring acceptance by the donee, which was not possible due to Maruzzo being a minor at the time. The Regional Trial Court ruled in Maruzzo's favor, finding the Quitclaim Deed equivalent to a Deed of Sale. This decision was affirmed by the Intermediate Appellate Court. Dissatisfied, the petitioners elevated the matter to the Supreme Court.

****Issues:****

1. Whether the Quitclaim Deed executed by Imelda Ong in favor of Sandra Maruzzo was valid and constituted a valid conveyance of property rights.
2. Whether the stated consideration of One Peso (P1.00) in the Quitclaim Deed was sufficient to support a valid deed of conveyance.
3. Whether a minor, represented by a guardian ad litem, can accept a donation without explicit acceptance of the donation.

****Court's Decision:****

1. The Supreme Court affirmed the decision of the Intermediate Appellate Court, holding that the Quitclaim Deed was a valid conveyance of property rights from Imelda Ong to Sandra Maruzzo. The Court recognized that beyond the nominal P1.00, other valuable considerations supported the deed, thus satisfying the requirement for a valid contract.
2. The Supreme Court further elaborated that the nominal consideration of P1.00, often stated in deeds of conveyance following the Anglo-Saxon practice, does not invalidate the conveyance, especially when other valuable considerations are present.
3. On the issue of the minor's capacity to accept the donation, the Court clarified that the Quitclaim Deed, being a simple or pure donation without conditions, did not necessitate formal acceptance by the legal guardian. Such donations do not impose obligations on the donee and thus are considered valid even in the absence of formal acceptance.

****Doctrine:****

The Supreme Court reiterated the principle that a nominal consideration stated in a deed of conveyance, while following Anglo-Saxon practice, does not invalidate the contract when other valuable considerations are present. Further, it established that simple or pure donations to minors, which are unconditional, do not require formal acceptance by a guardian to be valid.

****Class Notes:****

- ****Valid Contract Elements:**** For a contract to be valid, it must have consent of the contracting parties, a certain object, and a cause (consideration).
- ****Donation to Minors:**** Simple or pure donations to minors that do not impose conditions can be valid even without formal acceptance by the legal guardian.
- ****Consideration in Deeds:**** A nominal consideration, like P1.00, stated in deeds does not invalidate the contract if other valuable considerations are provided.
- ****Relevant Legal Provisions:**** Article 1354 of the Civil Code on presumptions of consideration in contracts; Article 741 of the Civil Code regarding the acceptance of donations.

****Historical Background:**** This case reflects legal principles regarding property rights, considerations in contracts, and the special protections afforded to minors in Philippine law. By upholding the validity of the Quitclaim Deed to a minor without explicit acceptance, the Court emphasizes the intent of parties and the substance of transactions over formal requirements, promoting fairness and equity in legal dealings.