

**\*\*Title:\*\*** Laurentio Armentia vs. Erlinda Patriarca, Florencia Someciera, Juliana Armentia, Jose Someciera, and Sofronio Flores

**\*\*Facts:\*\***

Laurentio Armentia (Plaintiff) and his sisters Juliana and Marta Armentia were full-blood siblings. Jose Someciera is the acknowledged natural son of their deceased mother, and Florencia Someciera is Jose's daughter. Erlinda Patriarca, a granddaughter of Juliana Armentia, and Florencia Someciera were minors when they purportedly purchased a property from Marta Armentia.

**\*\*Chronology of Events:\*\***

1. **\*\*July 22, 1955\*\***: Marta Armentia executed a notarial document, adjudicating a parcel of land and house to herself (inherited from her deceased husband), and then selling it to 13-year-old Erlinda Patriarca and 20-year-old Florencia Someciera for P99.00.
2. **\*\*Title Transfer\*\***: This deed was recorded in the registry of deeds, and Transfer Certificate of Title No. 21323 was canceled and replaced by Transfer Certificate of Title No. 18797 in the names of Erlinda and Florencia.
3. **\*\*May 28, 1960\*\***: Marta Armentia died intestate and without forced heirs, still in possession of the house and paying the property taxes.
4. **\*\*September 17, 1960\*\***: Laurentio Armentia filed a lawsuit asserting the sale was null and void due to the vendees' minority and the allegedly fictitious and grossly inadequate consideration.

**\*\*Procedural Posture:\*\***

- **\*Lower Court\***: The defendants filed a motion to dismiss on grounds of lack of cause of action and prescription.
- **\*November 21, 1960\***: The lower court dismissed the case, ruling the action to annul the sale had prescribed.
- **\*December 17, 1960\***: The lower court denied the plaintiff's motion for reconsideration. Laurentio appealed this decision to the Supreme Court in forma pauperis.

**\*\*Issues:\*\***

1. **\*\*Legal Capacity of Plaintiff to Annul the Sale\*\***:
  - Was Laurentio Armentia, as an intestate heir, in a legal position to annul the sale made by his deceased sister Marta Armentia to Erlinda Patriarca and Florencia Someciera?

2. **Nature of the Sale**:

- Was the sale between Marta Armentia and the defendants void, voidable, or fictitious due to alleged minor status of the vendees?
- Was the sale executorially fraudulent or did it lack genuine consideration, thus warranting annulment?

3. **Prescription**:

- Had the four-year prescriptive period for annulment actions elapsed, thereby barring Laurentio's claim?

**Court's Decision:**

1. **Legal Capacity to Annul the Sale**:

- Plaintiff Laurentio Armentia, an intestate heir and not a forced heir, had no rights to annul the sale. Articles 1311 and 1397 of the Civil Code assert that such actions can only be brought by persons principally or subsidiarily bound by the contract. Laurentio was neither.

2. **Nature and Legitimacy of the Sale**:

- The Court acknowledged the minors' involvement only made the contract voidable, not void. Since Marta's execution and signature on the notarial document were undisputed, and there was no total lack of consideration, the sale was not void from the beginning.
- Plaintiff did not effectively prove fraudulent circumstances affecting the conveyance.

3. **Prescription**:

- The Court emphasized that Laurentio's action was time-barred, demonstrating that the filing was beyond the four-year prescription period that began upon registration of the deed on July 22, 1955.

Therefore, the Supreme Court affirmed the lower court's dismissal of the complaint on both the grounds of lack of cause of action and prescription.

**Doctrine:**

- **Article 1397 and 1311 Civil Code**: Actions to annul contracts can be pursued by parties principally or subsidiarily bound by the contract.
- **Prescription for Annulment (Articles 1146(1) and 1391, Civil Code)**: The discovery of fraud starts the prescriptive period for annulment actions. Registration constitutes constructive notice.

– **\*\*Void vs. Voidable Contracts\*\***: Contracts entered by minors are not void but voidable; inadequate consideration does not render a contract absolutely void, merely potentially voidable.

**\*\*Class Notes:\*\***

– **\*\*Annulment of Contracts\*\***: Key pertain to conditions under which contracts can be annulled (misrepresentation, duress, etc.) and who is eligible to file such actions (principally/subsidiarily obligated parties).

– **\*\*Prescription\*\***: Understanding what constitutes constructive notice (registration) and the significance of prescriptive periods.

– **\*\*Minors in Contracts\*\***: Contracts involving minors are generally voidable and not void, allowing them certain protections but also specific limitations.

**\*\*Historical Background:\*\***

The case emerges from a period when civil inheritance laws in the Philippines granted certain freedoms for property transactions and underlined the enduring principle of registration as a means of public notice. It underscores the legal formalities and limitations surrounding property conveyance, especially involving minors and the implications of potential fraud or inadequate consideration.