

FORTUNATA RAMENTO, ET AL., PLAINTIFFS AND APPELLANTS, VS. GUADALUPE COSUANGCO, DEFENDANT AND APPELLEE.

G. R. No. L-5529. May 15, 1953

Ponente: BENGZON, J.

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BENGZON, J.:

In August 1948 Fortunata Ramento and her children by her deceased husband Adriano Mendoza brought suit in Nueva Ecija to rescind the sale of several parcels of land made by the spouses in May 1944 to Guadalupe Cosuangco. Cause of action was the alleged non-payment of part of the purchase price. The defendant assented full payment, and the case was heard. The Honorable Francisco Arca, Judge, found for defendant, and plaintiffs perfected this appeal wherein they assign several errors of fact and one error of law, all of which have been carefully gone over.

Undisputed facts are these:

By the deed of sale Annex A, Adriano Mendoza and his wife Fortunata Ramento sold to Guadalupe Cosuangco, on May 10, 1944, eight parcels of realty situated in Guimba, Nueva Ecija for the total sum of seventy-five thousand, eight hundred and sixty-two pesos (P75,862). On that day, the purchaser paid P30,000 promising to pay the rest afterwards. Subsequently, upon demand of the sellers, she made two payments amounting to P28,000 and the statement Exhibit A (Exhibit 6 also) was made, signed by Cosuangco and delivered to the Mendozas in words as follows:

"Ang una cong naibigay

P30,000.00

"Ang una cong naibigay

P30,000.00

Ang pangatlo.....

3,000.00

Lahat

P58,000.00

Sa P76,000 na cabayaran ng lupang ipinagbile sa akin na 84 hectaria na mahigit ay P18,000 pa ang natira sa akin. Aawasin ang bayad sa buis ng lupa na hindi nila nababayaran.

Hulio 9, 1944

(Sgd.) G. COSUANGCO"

P. D.

Na itong natitira pa na hindi co pa naiibigay ay ibibigay co sa oras na maibigay nila sa akin ang mga titulo na nasa camay ni Abogado Salva.

Aco rin.

(Sgd.) FORTUNATA RAMENTO"

At the time of the sale, the lands were registered under the Torrens system in the name of the vendors or one of them. During the hearing of this litigation the defendant presented to the court the corresponding transfer certificates of title in her name over the eight parcels of land.

The issue in the court below, and here, centers around the payment or nonpayment of the P18,000 admittedly unpaid as of July 9, 1944 (Exhibit A, Exhibit 6).

Declaring under oath at the hearing on February 25, 1949, Fortunata Ramento asserted that despite her demands, Cosuangco had failed to pay the said amount of P18,000; that she was willing to return to Japanese money which Cosuangco had paid; that when P30,000 was paid it was agreed that the titles would be given the purchaser upon delivery of the remaining purchase price; and that she was ready to receive the equivalent in Philippine money of the amount still unpaid.

On the other hand, Guadalupe Cosuangco swore that after the statement Exhibit A was made, and before September 14, 1944 the Mendozas secured from her several amounts totalling P4,000; that on such date she handed to Fortunata Ramento the amount of P14,000 receipt of which Fortunata acknowledged in Exhibit 2 over her signature, the Exhibit containing furthermore the statement that with this installment the total price of the lots, P75,862 had thereby been fully satisfied. She also declared that on July 1, 1945, she lent P150 to Fortunata Ramento upon the latter's request, the borrower signing therefor the promissory note Exhibit 5.

Arsenio Padre, 31, merchant of Guimba, swore that he was present when Fortunata Ramento borrowed money from Guadalupe Cosuangco, and that he signed as attesting witness in Exhibit 5 together with T. Mendoza, a son of the Mendozas. This witness was subjected to a thorough cross-examination; but he stuck to his story.

On rebuttal, Fortunata Ramento, corroborated by her daughter Isabel Mendoza, testified that one day in September 1944 Guadalupe Cosuangco brought Exhibit 2 to their house and asked Adriano Mendoza to sign it; that Adriano refused to sign; that Cosuangco left, and afterwards returned with the same document informing Fortunata Ramento that Adriano (who was then absent from the house) had finally agreed to let Fortunata sign the document; that believing Cosuangco had told the truth, Fortunata signed the document Exhibit 2; that subsequently Adriano arrived and denied having agreed to the signing of the document, but it was too late.

Fortunata also testified that she had signed the document Exhibit 5 as receipt for P150 which she had collected from Cosuangco on account of the unpaid balance of the purchase price; that without understanding the document, she signed it because Cosuangco told her it was merely a receipt.

Refusing to believe the mother-and-daughter story of deception, the trial judge gave full credit to the documents Exhibits 2 and 5, declared that the full purchase price had been paid, and, in accordance with defendant's counter-claim, sentenced the plaintiff Fortunata Ramento to pay defendant Cosuangco the loan of P150 plus legal interest from the date of defendant's answer, September 24, 1948.

Plaintiffs appealed, as hereinbefore stated.

The records do not reveal any relevant circumstance that might justify reversal of the judge's appraisal of the conflicting evidence on the matter of payment. To us Exhibit 5 is the key to the situation. It had been concededly signed by Fortunata. It represented a loan given by Cosuangco to Fortunata Ramento on July 1, 1945. Arsenio Padre, an impartial witness so declared. The document was attested by Fortunata's own son, Triunfante Mendoza, who was significantly not presented to corroborate his mother's assertion that she signed it in complete ignorance of its contents. Which assertion is entirely incredible, because if she had been previously deceived by Cosuangco when she signed Exhibit 2 (as she claimed), it is quite unlikely that she should again close her eyes in affixing her signature to a document prepared by Cosuangco. And if, as she affirms, the P150 was delivered to her "on account of the purchase price", why did she not credit Cosuangco for it in the complaint filed in this case?

Now, as His Honor correctly observed, if in July 1945 Fortunata Ramento "borrowed" P150 from Cosuangco, the truth must be that, as the latter declared, Cosuangco on that date owed nothing to the Mendozas on account of the purchase price, which according to Exhibit 2 had been fully satisfied on September 14, 1944. And Fortunata's claim that she had been deceived into signing said Exhibit 2 does not tally with her conduct in taking no action for four years, and in later asking for a "loan" from one who had deceived her (allegedly) on a previous occasion.

Another line of approach leads to the same factual conclusion of payment: According to Exhibit A, the P18,000 balance was to be given upon delivery to the purchaser of the certificates of title then in the hands of Attorney Salva. Now, such certificates must have been delivered to the purchaser, because she actually possesses transfer certificates of title in her name. Therefore she must have paid the balance, as she declared, and as attested by Exhibit 2.

An interesting legal point is raised by the attorney for the appellants. Admitting, he says "that Exhibit 2 is not vitiated by fraud still the heirs of Adriano Mendoza could not be prejudiced because of the lack of authority on the part of Fortunata Ramento to sign for them or to sign for Adriano Mendoza." This must be understood with reference to the last payment of the P18,000, because in the complaint the plaintiffs heirs of Adriano Mendoza impliedly conceded full validity to the previous payments admittedly handed to Fortunata Ramento. This concession suggests the inference that the husband probably authorized the wife to receive the purchase money on behalf of the conjugal partnership.[1] Anyway, as that issue was not tendered in the lower court by the pleadings, it is inadvisable to entertain it at this stage of the controversy, the defendant having been deprived of the opportunity to prove by competent evidence his position that Mendoza authorized, or consented to, the payments made to his wife, consent or authority which would naturally bind his heirs.[2] Not to mention other complications, for instance, conflict of interests between the heirs of Mendoza and Fortunata Ramento, consequent inability of their single attorney faithfully to uphold both, estoppel of Fortunata to assert lack of authority, and the resulting right of Cosuangco either to recover one-half from Fortunata if she actually had no authority to receive the money or to request the court to require Fortunata to pay that half unto the legal successors of her husband.

Finding no prejudicial error in the appealed decision, we must hereby affirm it, with costs against appellants. So ordered.

Paras, C. J., Feria, Pablo, Tuason, Montemayor, Reyes, Jugo, Bautista Angelo and Labrador, JJ., concur.

[1] Wife is traditionally the purse holder in Philippine home.

[2] Cf. article 1416, Civil Code; *La Urbana vs. Villazor*, 59 Phil., 644. See also 41 C.J.S., pp. 541 et seq.

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