

PAUKI, TABUACAR, ORANGAGA, AND DAYANG ALL SURNAMED MADALE, PLAINTIFFS AND APPELLANTS, VS. PASEYANAN BAY SA RAYA, AND BUAT ALONTO, DEFENDANTS AND APPELLEES.

G.R. No. L-3813. January 30, 1953

Ponente: REYES, J.

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REYES, J.:

Plaintiffs were joint owners of a piece of land situated in Dansalan, Province of Lanao, as part of the estate inherited by them from their deceased father. Alleging that the defendants had, without any right, taken possession of the land under a claim of ownership, plaintiffs brought the present action in the Court of First Instance of Lanao to quiet title.

By way of defense, the defendants alleged that the land in question had been sold by Pauki Bayalabi Madali, one of the plaintiffs, to the defendant Buat Alonto, the allegation being supported by Exhibit 1, a deed of sale executed on April 6, 1940 by the said Pauki Bayalabi Madali, with the consent of her husband, in favor of Paseyanan Bay Sa Raya, and and Exhibit 2, a deed of sale executed by the latter on August 20, 1945, also with the consent of her husband, in favor of Buat Alonto.

Though at the beginning of the trial, plaintiffs attempted to prove that exhibit 1 was a mere mortgage, the attempt was later abandoned, and objection to the document was planted on the proposition that the same was void for not having been approved by the proper authority as required by law, notwithstanding the fact that it was executed by an illiterate non-Christian. The same objection was made as to Exhibit 2. Confining the controversy to this issue, counsel for the parties stipulated at the hearing that if the documents Exhibits 1 and 2 were found to be valid by the court, judgment should be for the defendants; while on the other hand, if the documents were declared void, judgment should be for the plaintiffs, without costs in either case.

Holding the document Exhibit 1 valid on the theory that the legal provisions requiring the approval of the provincial governor on contracts relating to real property executed by any person with any Moro or other non-Christian inhabitant of said Department (sections 145 and 146 of the Administrative Code of Mindanao and Sulu) are not applicable to contracts where all the parties are non-Christians, the trial court rendered judgment dismissing plaintiffs' complaint. From this judgment, plaintiffs have appealed and the only question presented is whether the deeds Exhibits 1 and 2 come within the legal provisions above mentioned.

It appears that the deeds in question are for money payments affecting real property of private ownership situated in the province of Lanao and that the parties thereto are all non-Christians. Section 145 of the Administrative Code of Mindanao and Sulu provides that no contract of that kind shall be made in the Department by any person with any Moro or other non-Christian inhabitant of the same unless, among other things, it shall bear the approval of the provincial governor or his duly authorized representative, while section 146 of the same code declares every contract made in violation of that provision null and void. The evident purpose of these sections is to safeguard the patrimony of the less developed ethnic groups in the Philippines by shielding them against

imposition and fraud when they enter into agreements dealing with realty. And it is to be noted that the law makes no distinction between a contract entered into between a Christian and a non-Christian and one where both parties are non-Christian, this for the obvious reason that imposition and fraud are possible in both cases. In construing the law as not applying to contracts where all the parties are non-Christian, the trial court has arbitrarily curtailed its scope instead of extending it as far as its words would permit so as to suppress the mischief it seeks to prevent. This is contrary to well-established rules of statutory construction. And the trial court has also departed from the precedent established in the case of *Porkan vs. Navarro*, 73 Phil., 699, where this court in passing on a similar question said: "There is no basis in defendant's argument that, as all the contracting parties in the documents in question belong to a non-Christian tribe, there was no necessity for any official approval. The law makers did not choose to make any distinction, and we are not authorized to supply the deficiency."

In view of the foregoing, the decision appealed from is reversed and judgment rendered declaring that as between plaintiffs and defendants (Laudi Kabogatan sa Taboc, Mariga Laudi, Urandang Laudi and Mangorangca Laudi, heirs of the deceased Paseyanan Bay Sa Raya, who substituted her as party-defendant, and Buat P. Alonto), the former are the owners of the property in controversy. Without special pronouncement as to costs in accordance with the stipulation of the parties.

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

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