

SIA SUAN AND GAW CHIAO, PETITIONERS, VS. RAMON ALCANTARA, RESPONDENT.*G.R. No. L-1720. March 04, 1950*

Ponente: PARAS, J.

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On August 3, 1931, a deed of sale was executed by Rufino Alcaiatara and his sons Damaso Alcantara and Ramon Alcantara conveying to Sia Suan five parcels of land. Ramon Alcantara was then 17 years, 10 months and 22 days old. On August 27, 1931, Gaw Chiao (husband of Sia Suan received a letter from Francisco Alfonso, attorney of Ramon Alcantara, informing Gaw Chiao that Ramon Alcantara was a rairor and accordingly disavowing the contract. After being contacted by Gaw Chiao, however, Ramon Alcantara executed an affidavit in the office of Jose Goraea, attorney of Gaw Oiiiao, wherein Ramon Alcantara ratified the deed of sale. On said occasion Ramon Alcantara received from Gaw Chiao the sum of P500.00. In the meantime, Sia Suan sold one of the lots to Nicolas Azores from whom Antonio Azores inherited the same.

On August 8, 1940, an action was instituted by Ramon Alcantara in the Court of First Instance of Laguna for the annulment of the deed of sale as regards his undivided share in the two parcels of land covered by certificates of title Nos. 751 and 752 of Laguna. Said action was against Sia Suan and her husband Gaw Chiao, Antonio Azores, Daraaso Alcantara and Rufino Alcantara (the latter two being, respectively, the brother and father of Ramon Alcantara). After trial, the Court of First Instance of Laguna absolved all the defendants. Ramon Alcantara appealed to the Court of Appeals which reversed the decision of the trial court, on the ground that the deed of sale is not binding against Ramon Alcantara in view of his minority on the date of its execution, and accordingly sentenced Sia Suan to pay to Ramon Alcantara the sum of P1,750.00, with legal interest from December 17, 1931, in lieu of his share in the lot sold to Antonio Azores (who was absolved from the complaint), and to reconvey to Ramon Alcantara an undivided one-fourth interest in the lot originally covered by certificate of title No. 752 of Laguna, plus the costs of the suit. From this judgment Sia Suan and Gaw Chiao have come to us on appeal by certiorari.

It is undeniable that the deed of sale signed by the appellee, Ramon Alcantara, on August 3, 1931, showed that he, like his co-signers (father and brother), was then of legal age. It is not pretended and there is nothing to indicate that the appellants did not believe and rely on such recital of fact. This conclusion is decisive and very obvious in the decision of the Court of Appeals. It is true that in the resolution on the motion for reconsideration, the Court of Appeals remarked that "The fact that when informed of appellant's minority, the appellees took no steps for nine years to protect their interest beyond requiring the appellant to execute a ratification of the sale while still a minor, strongly indicates that the appellees knew of his minority when the deed of sale was executed." But this feeble insinuation is sufficiently negated by the following positive pronouncements of the Court of Appeals as well in said resolution as in the decision:

"As to the complaint that the defendant is guilty of laches, suffice it to say that the appellees were informed of his minority within one (1) month after the transaction was completed." (Resolution)

"Finally, the appellees were equally negligent in not taking any action to protect their interests from and after August 27, 1931, when they were notified in writing of appellant's minority." (Resolution)

"* * * The fact remains that the appellees were advised within the month that appellant was a minor, through the letter of Attorney Alfonso (Exhibit 1) informing appellees of his client's desire to disaffirm the contract * * *." (Decision)

"The purchaser having been apprised of the incapacity of his vendor shortly after the contract was made, the delay in bringing the action of annulment will not serve to bar it unless the period fixed by the statute of limitations expired before the filing of the complaint, * * *." (Decision)

In support of the contention that the deed of sale is binding on the appellee, counsel for the appellants invokes the decision in *Mercado and Mercado vs. Espiritu*, (37 Phil. 215), wherein this Court held:

"The courts, in their interpretation of the law, have laid down the rule that the sale of real estate, made by minors who pretend to be of legal age, when in fact they are not, is valid, and they will not be permitted to excuse themselves from the fulfillment of the obligations contracted by them, or to have them annulled in pursuance of the provisions of Law 6 title 19, of the 6th Partida; and the judgment that holds such a sale to be valid and absolves the purchaser from the complaint filed against him does not violate the laws relative to the sale of minors' property, nor the juridical rules established in consonance therewith. (Decisions of the supreme court of Spain, of April 27, 1840, July 11, 1868, and March 1, 1875.)"

The Court of Appeals has refused to apply this doctrine on the ground that the appellants did not actually pay any amount in cash to the appellee and therefore did not suffer any detriment by reason of the deed of sale, it being stipulated that the consideration therefor was a pre-existing indebtedness of appellee's father, Rufino Alcantara. We are of the opinion that the Court of Appeals erred. In the first place, in the case cited, the consideration for the sale consisted in greater part of a pre-existing obligation. In the second place, under the doctrine, to bind a minor who represents himself to be of legal age, it is not necessary for his vendee to actually part with cash, as long as the contract is supported by a valid consideration. Since appellee's conveyance to the appellants was admittedly for and in virtue of a pre-existing indebtedness (unquestionably a valid consideration), it should produce its full force and effect, in the absence of any other vice that may legally invalidate the same. It is not here claimed that the deed of sale is null and void on any ground other than the appellee's minority. Appellee's contract has become fully efficacious as a contract executed by parties with full legal capacity.

The circumstance that, about one month after the date of the conveyance, the appellee informed the appellants of his minority, is of no moment, because appellee's previous misrepresentation had already estopped him from disavowing the contract. Said belated information merely leads to the inference that the appellants in fact did not know that the appellee was a minor on the date of the contract, and somewhat emphasizes appellee's bad faith, when it is borne in mind that no sooner had he given said information than he ratified his deed of sale upon receiving from the appellants the sum of P500.

Counsel for the appellee argues that the appellants could not have been misled as to the real age of the appellee because they were free to make the necessary investigation. The suggestion, while perhaps practicable, is conspicuously unbusinesslike and beside the point, because the findings of the Court of Appeals do not show that the appellants knew or could have suspected appellee's minority.

The Court of Appeals seems to be of the opinion that the letter written by the appellee informing the appellants of his minority constituted an effective disaffirmance of the sale, and that although the choice to disaffirm will not by itself avoid the contract until the courts adjudge the agreement to be invalid, said notice shielded the appellee from laches and consequent estoppel. This position is untenable since the effect of estoppel in proper cases is unaffected by the promptness with which a notice to disaffirm is made.

The appealed decision of the Court of Appeals is hereby reversed and the appellants absolved from the complaint, with costs against the appellee, Ramon Alcantara, So ordered.

Ozaeta, Tuason, Montemayor, and Torres, JJ., concur.

PADILLA, J., concurring:

I concur in the result not upon the grounds stated in the majority opinion but for the following reasons: The deed of sale executed by Ramon Alcantara on 3 August 1931 conveying to Sia Suan five parcels of land is null and void insofar as the interest, share, or participation of Ramon Alcantara in the two parcels of land is concerned, because on the date of sale he was 17 years, 10 months and 22 days old only. Consent being one of the essential requisites for the execution of a valid contract, a minor, such as Ramon Alcantara was, could not give his consent thereto. The only misrepresentation as to his age, if any, was the statement appearing in the instrument that he was of age. On 27 August 1931, or 24 days after the deed was executed, Gaw Chiao, the husband of the vendee Sia Suan, was advised by atty. Francisco Alfonso of the fact that his client Ramon Alcantara was a minor. The fact that the latter, for and in consideration of P500, executed an affidavit, whereby he ratified the deed of sale, is of no moment. He was still a minor. The majority opinion invokes the rule laid down in the case of Mercado et al. vs. Espiritu, 37 Phil. 215. The rule laid down by this Court in that case is based on three judgments rendered by the Supreme Court of Spain on 27 April 1660, 11 July 1868, and 1 March 1875. In these decisions the Supreme Court of Spain applied Law 6, Title 19, of the 6th Partida which expressly provides:

'Diziendo o otorgando el que fuesse raenor, que era mayor de XXV años, si ouiesse persona que paresciesse de tal tierapo, si lo faze enganosamente, valdria el pleyto que assi fuere fecho con el, e non deue ser desatado despues, como quier que non era de edad quando lo fizo: esto es, porque las leyes ayudan a los enganados, e non a los enganadores. * * * (Alcubilla, Codigos Antiguos de España, p. 613).

The contract of sale involved in the case of Mercado vs. Espiritu, supra, was executed by the minors on 17 May 1910. The law in force on this last mentioned date was not Las Siete Partidas,[1] which was the law in force at the time the causes of action accrued in the cases decided by the Supreme Court of Spain referred to, but the Civil Code which took effect in the Philippines on 8 December 1889. As already stated, the Civil Code requires the consent of both parties for the valid execution of a contract (art. 1261, Civil Code). As a minor cannot give his consent, the contract made or executed by him has no validity and legal effect. There is no provision in the Civil Code similar to that of Law 6, Title 19, of the 6th Partida which is equivalent to the common law principle of estoppel. If there be an express provision in the Civil Code similar to Law 6, Title 19, of the 6th Partida. I would agree to the reasoning of the majority. The absence of such provision in the Civil Code is fatal to the validity of the contract executed by a minor. It would be illogical to uphold the validity of a contract on the ground of estoppel, because if the contract executed by a minor is null and void for lack of consent and produces no legal effect, how could such a minor be bound by misrepresentation about his age? If he could not be bound by a direct act, such as the execution of a deed of sale, how could he be bound by an indirect act, such as misrepresentation as to his age. The rule laid down in Young vs. Tecson, 39 O.G. 953, in ray opinion, is the correct one.

Nevertheless, as the action in this case was brought on 6 August 1940, the same was barred, because it was not brought within four (4) years after the minor had become of age, pursuant to article 1301 of the Civil Code. Ramon Alcantara became of age sometime in September 1934.

[1] The year 1251—Aleubilla, Codigos Antiguos de Espana, p. 196.

Moran, C.J.:

I concur in this opinion of Mr. Justice Padilla.

BENGZON, J.:

I concur in the above opinion.

PABLO, M., disidente:

No creo que Ramon Alcantara estl en estoppel al querer recuperar su participaci3n en los lotes que el cedio a Sia Suan en la escritura de 3 de Agosto de 1931. Las circunstancias que concurrieron en su otorgamiento demostraran que es insostenible esa conclusion. La acreedora era Sia Suan, y el deudor, Rufino Alcantara por transacciones que two con ella en el negocio de copra. Al fallecimiento de la esposa de Rufino, alguien se habra percatado de la dificultad de cobrar el credito porque Rufino no tenia mas que tres lotes de su exclusiva propiedad y dos lotes, coino bienes gananciales. Ranion, uno de los herederos, era un menor de edad. Por eso, se procuro el otorgamiento de tal escritura, vendiendo el padre (Rufino) y sus dos hijos (Darnaso y Ramon) cinco lotes amillarados en P19,592.85 por P2,500.00; que en realidad no fue mas que una dacion en pago de la deuda. Si no se otorgaba tal escritura, la acreedora tenia necesidad de utilizar un proceso largo de abintestado para obtener el pago de la deuda en cuanto afecte, si podia afectar, los bienes gananciales de Rufino Alcantara y su difunta esposa, o de tutela para que alguien actue en lugar del menor Ramon. El procedimiento mas corto y menos costoso entonces era liacer que el menor apareciera corao con edad competente para otorgar la escritura de venta. Y asi sucedio: se otorgo la escritura. El menor no recibio ni un solo centimo. Con la herencia que habia de recibir de su difunta madre, pago la deuda de su padre.

Despues de notificada Sia Suan de la reclamaci3n de nulidad del documento, por gestion de Gaw Chiao, Ramon Alcantara siendo menor de edad aun, firmo un affidavit ratificando la venta en la oficina del abogado de Gaw Chiao. Esta actuacion de Gaw Chiao, marido de Sia Suan, denuncia que no fue" Ramon el que les hacfa creer que era mayor de edad y que oficiosa y voluntariamente haya solicitado el otorgamiento de la escritura de venta. Si Gaw Chiao, marido de Sia Suan, fue el que gestiono el otorgamiento del affidavit de ratificacion, ¿por que no debemos concluir que el fue quien gestion6 a indicacion tal vez de algun abogado, que Ramon Alcantara estampara su firma en la escritura de 3 de agosto de 1931? Pero la firma de un menor no vale nada; debla aparecer entonces que Ramon era de mayor edad. ¿Por que habla de interesarse el menor en otorgar una escritura de venta de tales terrenos? ¿No es mas probable que la acreedora o su marido o algun agente haya sido el que se interest por que Ramon tomara parte en el otorgamiento de la escritura?

¿Que beneficio obtuvo el menor en el otorgamiento de la escritura? Nada; en cambio, la acreedora consigui3 ser dueña de los cinco lotes a cambio de su credito. Quedaba favorecido el menor al firmar su affidavit de ratificacion? Tampoco; con todo, Sia Suan reclama que el menor fue quien la indujo a error. Si alguien engano a alguien, no habra sido Ramon. Tenia que ser la acreedora o alguien que ayudaba a ella en conseguir el pago del credito; pero no fue, ni podia ser el menor.

Teniendo en cuenta todas estas circunstancias, no podemos concluir que Ramon Alcantara haya inducido a error a Sia Suan. No es aplicable, por tanto, la daeisi3n de este Tribunal en Mercado y Mercado contra Esplritu, 37 Jur. Fil., 227; ni la del Tribunal Supremo de España, pues en tales casos, el menor fingid e hizo creer a los coiapradores qtie era mayor de edadt no era justo que el que indujo a los compradores a comprar un terreno desprendiendose del precio de compra, sea permitido despuls alegar su minoria de edad para anular la actuacion hecha por el. Eso es verdadero estoppel; pero en el caso presente no le hay.

Laches es el otro fundamento sobre que descansa la mayoria para revocar la decisidn apelada. Laches es medida

de equidad, y no es aplicable al caso presente. Solamente debe admitirse como defensa cuando la aplicacion esticta de la ley de prescripcion, hace un dailo irreparable y hay necesidad de hacer uso de la equidad. No debe aplicarse para fomentar una injusticia sino para minimizar sus efectos y solamente debe ser utilizaada como defensa cuando en la aplicacion de una ley se comete verdadera injusticia (30 C. J. S. 531). En el caso presente Eauion Alcantara tiene diez años de plazo a contar del 3 de Agosto de 1931, dentro del cual puede pedir la anulacdn de la venta. Y la demanda que inicio esta causa se presentd dentro de ese plazo; no esti, prescrita pues aun la accidn (art. 43, Cod. Proc. Civ.).

Suponiendo que Ramon Alcantara hubiera presentado su demanda antes de la venta de un lote a Nicolas Azores. ¿que sentencia se hubiera dictado? El otorgamiento de umescritura de traspaso de una cuarta parte de los dos lotes, pero despues de vendido un lote, se ordenarla, como decidid el Tribunal de Apelacion, el traspaso de la cuarta parte del lote restante y el pago de la cuarta parte del importe en venta del lote vendido a Ramon. En uno y otro caso no se hace ningtin dano a Sia Suan, solamente se le obliga a traspasar a Ramon la parte que, en herencia de los bienes gananciales dejados por su difunta madre, le corresponde. No hay daño desproporcionado que en equidad autorice a Sia Suan a invocar la defensa de laches. Si Sia Suan antes de la presentacion de la demanda, hubiera construido edificios en los lotes por valor de P3,000,000.00, demos por caso, tal vez serla de equidad para Sia Suan invocar la defensa de laches, pues por el silencio de Ramon Alcantara, ella ha hecho mejoras de mucho valor que con una decision, semejante seria perjudicada. El traspaso a Ramon Alcantara de una cuarta parte de cada uno de los dos lotes pondrfa a ella en la alternative de comprar esa cuarta parte de los lotes con precio excesivo o derribar parte de los edificios construidos. En el caso presente no se le ha puesto en esa dificil situacdn; al contrario, ella estuvo disfrutando de esos dos lotes sin hacer aejoras extraordinarias, y despuls de vendido el segundo lote, utilizo el dinero recibido, y no hay pruebas de que se haya causado a ella daiio por no presentarse la demanda mds temprano.

Voto por la confirmacion de la decision del Tribunal de Apelacion.

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