

AGUSTIN ASECIO, PLAINTIFF AND APPELLEE, V. ROMAN BAUTISTA ET AL., DEFENDANTS. ROMAN BAUTISTA, APPELLANT.

G.R. No. 10559. March 16, 1917

Ponente: CARSON, J.

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CARSON, J.:

This is an appeal from so much of the judgment entered in the court below as adjudicates title to the parcel of land described in subsection (a) of section 2 of the complaint in favor of the plaintiff, Agustin Asencio, and against the defendant, Roman Bautista.

As we read the evidence, it clearly discloses that this parcel of land was originally the property of Bautista; that Bautista executed a deed of sale of this property to one Antonio Baladjay, but did not give possession because the purchaser failed to pay over the purchase price, amounting to P3,500; that thereafter Baladjay, finding himself unable to pay the purchase price, reconveyed the land to the vendor, the defendant Bautista, the deed of reconveyance being executed in a private document; that, thereafter, Baladjay, who appears to have been indebted to the plaintiff Asencio, executed a deed of conveyance of all his lands, including among others the land now in question, to Asencio, for the sum of P543, with a right to repurchase reserved to the vendor; that this deed of conveyance was duly acknowledged before a notary public, and was therefore a public document; that the time within which the right to repurchase could have been exercised under this document had expired before this action was instituted; that none of these documents was registered; and that the date of the reconveyance by Baladjay to the defendant Bautista, antedated the date of the deed of conveyance (with reserved right to repurchase) to the plaintiff Asencio.

Upon these findings of fact, it is very clear that none of the deeds having been recorded, and the defendant having secured a deed of reconveyance of the land in question, and having been in possession thereof before the deed of conveyance was executed in favor of the plaintiff, he, the defendant, must be held to be the owner of this land, under the provisions of article 1473 of the Civil Code.

We cannot agree with the contentions of counsel as to the conclusive character against the vendor and his successors in interest of a mere recitation in a deed of conveyance that the purchase price thereof has been received by the vendor. While such a statement strongly tends to confirm a contention that the purchase price has been paid, it is not conclusive; and, when, as in the case at bar, the evidence is overwhelmingly to the contrary, it will not be held to be conclusive against the vendor.

The doctrine, supported by numerous citations of authority, is thus stated in 17 Cyclopaedia, 656:

"Recital of payment.—A recital in a written instrument as to the payment of the consideration is merely in the nature of a receipt and may be contradicted, unless such contradiction would have the effect of rendering nugatory some substantial and contractual provision of a valid written contract or undertaking, or in the case of a conveyance, where the grantor or those claiming under him attempt, by contradicting the consideration clause, to defeat the operation of the deed or establish a resulting trust in the grantee."

The judgment entered in the court below in so far as it affects the parcel of land described in subsection (a) of section 2 of the complaint must be reversed, without costs in this instance to either party, and the complaint, in so far as it relates to this parcel of land should be dismissed. So ordered.

Torres, Moreland, Trent, and Araullo, JJ., concur.

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