

JOSEFA DE LA CRUZ, PLAINTIFF AND APPELLANT, VS. GELASIO CAPINPIN AND JULIANA ALBEA, DEFENDANTS AND APPELLANTS.*G.R. No. 12712. August 21, 1918*

Ponente: JOHNSON, J.

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This action was commenced in the Court of First Instance of the Province of Nueva Ecija on the 27th day of January, 1915. Its purpose was to recover of the defendants, as rent for the use and occupation of three parcels of land, 774 cavans of palay. The defendants answered by general and special denial. In their special defense the defendants allege that on the 21st day of May, 1914, they had rented from the plaintiff the said parcels of land, promising to pay for the use and occupation of the same 774 cavanese of palay per year; that said land had been sold under a pacto de retro; that the plaintiff had conceded them a new term within which to purchase said land and that they did repurchase the same upon the 29th day of May, 1914, and that by reason of said repurchase (on May 29, 1914), the said contract of rent, by virtue of which they were to pay to the plaintiff the said 774 cavanese of palay per year, had been cancelled, and that they had been relieved from the payment of said palay. Upon the issue thus presented the cause was duly tried, and after hearing the evidence the Honorable V. Nepomuceno, judge, reached the conclusion: (a) That the plaintiff had rented three parcels of land to the defendants, composed of 27, 20 and 5 hectares, respectively, for the amount of 774 cavanese of palay, payable annually; (b) that by virtue of a subsequent agreement, the defendants had been relieved from the payment of the rent upon the parcel composed of 27 hectares, but were still under obligation to pay the rent upon the other two parcels composed of 20 and 5 hectares, respectively, and rendered a judgment in favor of the plaintiff and against the defendants for the amount of 372 cavanese, 2 gantas, and 7 chupas of palay, and that the value of each cavan was P2.75. From that judgment each of the respective parties appealed to this court.

Plaintiff-appellant insists that the lower court committed an error in not rendering a judgment in her favor for the amount of 774 cavanese of palay. The defendants-appellants allege that the lower court committed an error in deciding that they were obligated to pay or deliver to the plaintiff 372 cavanese, 2 gantas, and 7 chupas of palay for the use and occupation of the two parcels of land composed of 20 and 5 hectares, respectively.

An examination of the record and of the evidence adduced during the trial of the cause shows that certain facts are not disputed. They may be stated as follows:

1. That on the 11th day of May, 1911, Juliana Albea, then a widow, sold to Victoria Enriquez, under a pacto de retro, a parcel of land composed of 27 hectares for the sum of P3,000, with the privilege of repurchasing the same within a period of two years. (Exhibit B, page 29.)
2. That later and on the 20th day of May, 1912, the said Juliana Albea, a widow, borrowed an additional sum of P2,000 and 300 cavanese of palay from Victoriana Enriquez and issued a second pacto de retro to Victoriana Enriquez upon said parcel of 27 hectares of land, reserving the right to repurchase the said land on or before the 11th day of March, 1913. (Exhibit C, page 31.)

3. That on the first day of May, 1914, Juliana Albea, having lost her right to repurchase of Victoriana Enriquez the 27 hectares of land, and the title to the same having been consolidated in favor of Victoriana Enriquez, she sold, transferred and delivered said parcel (of 27 hectares) to Josefa de la Cruz for the sum of P5,000. (Exhibit D, page 33.)

4. That on the 19th day of May, 1914, Juliana Albea and her husband, Gelasio Capinpin, sold to Josefa de la Cruz two parcels of land composed of 20 and 5 hectares respectively, for the sum of P1,450 under a pacto de retro, reserving the right to repurchase said two parcels of land within a period of one year. (Exhibit E, page 35.) Said Exhibit E appears to have been acknowledged and ratified on the 30th day of June, 1914, before a notary public, Lorenzo A. Dionisio.

5. That on the 19th day of May, 1914, Josefa de la Cruz, having become the absolute owner of said parcel of 27 hectares (Exhibit D) and the owner, under a pacto de retro, of parcels composed of 20 and 5 hectares, respectively (Exhibit E), she entered into a contract of rent with the said Juliana Albea and Gelasio Capinpin for the use and occupation of the said three parcels of land, by virtue of which contract they promised to pay for the use of said three parcels of land 774 cavanos of palay annually, to be paid in the month of March (May) of each year. (Exhibit A, page 27.) Said Exhibit A was acknowledged and ratified on the 22d day of May, 1914, before Lorenzo A. Dionisio, a notary public.

The rent stipulated for in the contract known as Exhibit A (Exhibit A, page 27) not having been paid by the defendants, the present action was instituted for the purpose of recovering the same. During the trial of the cause the defendants attempted to show; by oral and documentary evidence (Exhibits 1 and 2), that they had been relieved from the obligation of paying the said 774 cavanos of palay by reason of the fact that they had repurchased of Josefa de la Cruz for the sum of P5,000 the parcel of land composed of 27 hectares. They further attempted to show by said exhibits (Exhibits 1 and 2) that having been relieved from the necessity of paying the 774 cavanos of palay because of the alleged repurchase of the said parcel of 27 hectares, no part of said amount of palay 'could be recovered from them for the use and occupation of the parcels composed of 20 and 5 hectares, respectively.

Exhibit 1 is supposed to have been signed by Josefa de la Cruz, with her mark, on the 29th day of May, 1914, and acknowledged and ratified on the same day before Ramon Balino, a notary public. Exhibit 2 purports to have been signed by Josefa de la Cruz and Juliana Albea on the 21st day of May, 1914, and acknowledged and ratified on the same day before Ramon Balino, a notary public.

Josefa de la Cruz, while she acknowledges that she signed with her mark Exhibits 1 and 2, alleges that she was induced so to do by virtue of the representations which were made to her by Lorenzo A. Dionisio, acting for and on behalf of Juliana Albea and her husband, for the purpose of substituting said Exhibit A which they claimed, and represented to her as having been destroyed. She asserts that she cannot read nor write and that she signed said documents under the misrepresentations of Lorenzo A. Dionisio and the defendants and under the belief that they were to be substituted, for the reasons above stated, for Exhibit A.

Exhibits 1 and 2 are supposed to have been signed and acknowledged by Josefa de la Cruz in the presence of Ramon Balino, a notary public. Ramon Balino was called as a witness and under oath stated that said documents (Exhibits 1 and 2) were brought to his office by Lorenzo A. Dionisio; that he did not see Josefa de la Cruz sign either of said documents; that he added his notarial certificate upon the representation of Lorenzo A. Dionisio that he would bring Josefa de la Cruz to his office for the purpose of acknowledging her signature later; that Lorenzo A. Dionisio never brought Josefa de la Cruz to his office and that she never did acknowledge her signature to said documents.

In addition to the foregoing facts and circumstances, which strongly indicate that Josefa de la Cruz was induced to sign Exhibits 1 and 2, by means of false representations, an examination of said exhibits themselves furnish corroborative proof of that fact. In the first place, Exhibit 2 recites that Juliana Albea had sold to Josefa de la Cruz, under a pacto de retro, for the sum of P5,000 a parcel of land, and that said pacto de retro had been signed and acknowledged before Miguel Lugo, a notary public; that Juliana Albea had rented said parcel of land from Josefa de la Cruz for the amount of 774 cavanos of palay, to be paid annually; that said quantity of palay was payable in the month of May each year. Those facts are set out in Exhibit 2. There is no proof whatever in the record that Juliana Albea had sold to Josefa de la Cruz any parcel of land whatever for the sum of P5,000; and, furthermore, there is no proof in the record that any contract had ever been executed between them before the notary public, Miguel Lugo. Exhibit 1 also contains misrecitals of fact. Exhibit 1 recites that Josefa de la Cruz had received from Juliana Albea the sum of P5,000 in the repurchase of said parcel of 27 hectares, while there is no proof whatever in the record that Josefa de la Cruz had purchased said parcel of land from Juliana Albea. On the contrary, the proof shows positively, by Exhibit D, that Josefa de la Cruz had purchased said parcel, composed of 27 hectares, from Victoriana Enriquez.

We are fully persuaded from the facts contained in the record that Josefa de la Cruz did not intend to sign Exhibits 1 and 2, and would not have signed them had she known their purport and contents; that she was induced to sign said exhibits by reason of the false and fraudulent representations made to her by the defendants, to wit, that said exhibits were executed and delivered to take the place of Exhibit A, which the defendants claimed had been destroyed. The defendants having taken advantage of the age and ignorance of Josefa de la Cruz, and having induced her, by means of false and fraudulent representations, to sign a contract different from that she intended to sign, is sufficient in law and fact to justify the courts in furnishing relief against the effect and operation of such a contract.

It may be proved by parol evidence that a contract was fraudulently misread to one not able to read, and that he was thus induced to give his signature; and when such facts are fully established, the contract should be annulled and set aside. (*McKessons vs. Sherman*, 51 Wis., 303; *Kranich vs. Sherwood*, 92 Mich., 397.)

After a careful examination of the record, and considering the facts above set out and many others contained in the record to which reference might be made, we are fully persuaded that Exhibits 1 and 2 are false and fraudulent documents; that they were executed and delivered by false and fraudulent representations and made for the purpose of defrauding Josefa de la Cruz; that the defendants entered into a contract of rent with the plaintiff for the use and occupation of the said three parcels of land, promising to pay therefor the amount of 774 cavanos of palay annually; that said amount of palay has not been paid; that it remains due and unpaid, and that the judgment of the lower court should be reversed and that a judgment should be entered in favor of the plaintiff and against the defendants for the sum of 774 cavanos of palay, to be paid each and every year during the pendency of said contract, together with costs; with the further provision that if the defendants shall fail to pay the said amount of palay, that they shall pay in lieu thereof for each and every cavan of palay which they fail to deliver the sum of P2.75. So ordered.

Believing, as we do, that Lorenzo A. Dionisio and Ramon Balino, notaries public, contributed in no small degree to the fraud which was perpetrated upon Josefa de la Cruz, we respectfully call the attention of the Attorney-General to the facts in the record in the present case relating to such frauds which were committed, for such action in the premises as he may deem wise and necessary to take.

Torres, Street, Malcolm, Avanceña, and Fisher, JJ., concur.

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