RENATO CENIDO (DECEASED), REPRESENTED BY VICTORIA CENIDOSA, PETITIONER, VS. SPOUSES AMADEO APACIONADO AND HERMINIA STA. ANA, RESPONDENTS.

G.R. No. 132474. November 19, 1999

Ponente: PUNO, J.

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PUNO, J.:

In this petition for review, petitioner Renato Cenido seeks to reverse and set aside the decision of the Court of Appeals[1] in CA-G.R. CV No. 41011 which declared the private respondents as the owners of a house and lot in Binangonan, Rizal.[2]

The antecedent facts are as follows:

On May 22, 1989, respondent spouses Amadeo Apacionado and Herminia Sta. Ana filed with the Regional Trial Court, Branch 70, Rizal a complaint against petitioner Renato Cenido for "Declaration of Ownership, Nullity, with Damages."[3] The spouses alleged that: (1) they are the owners of a parcel of unregistered land, 123 square meters in area and located at Rizal Street, Barrio Layunan, Binangonan, Rizal, more particularly described as follows:

> "x x x that certain parcel of land located at Rizal, St., Layunan, Binangonan, Rizal, with an area of 123 square meters, more or less, bounded on the North by Gavino Aparato; on the East by Rizal St., on the South by Tranquilino Manuzon; and on the West by Simplicio Aparato, and the residential house standing thereon."[4]

(2) this house and lot were purchased by the spouses from its previous owner, Bonifacio Aparato, now deceased, who lived under the spouses' care and protection for some twenty years prior to his death; (3) while he was alive, Bonifacio Aparato mortgaged the said property twice, one to the Rural Bank of Binangonan and the other to Linda C. Ynares, as security for loans obtained by him; (4) the loans were paid off by the spouses thereby securing the release and cancellation of said mortgages; (5) the spouses also paid and continue to pay the real estate taxes on the property; (6) from the time of sale, they have been in open, public, continuous and uninterrupted possession of the property in the concept of owners; (7) that on January 7, 1987, petitioner Renato Cenido, claiming to be the owner of the subject house and lot, filed a complaint for ejectment against them with the Municipal Trial Court, Branch 2, Binangonan, Rizal; (8) through fraudulent and unauthorized means, Cenido was able to cause the issuance in his name of Tax Declaration No. 02-0368 over the subject property, which fact the spouses learned only upon the filing of the ejectment case; (9) although the ejectment case was dismissed by the Municipal Trial Court (MTC), Branch 2, the tax declaration in Cenido's name was not cancelled and still subsisted; (10) the spouses have referred the matter to the barangay for conciliation but Cenido unjustifiably refused to appear thereat. The spouses thus prayed that:

> "WHEREFORE, it is respectfully prayed of the Honorable Court that judgment issue in the case:
>
> 1. Declaring them (plaintiffs) the true and absolute owners of the house and lot now covered by Tax

> Declaration No. 02-0368;
>
> 2. Declaring Tax Declaration No. 02-0368 in the name of defendant Renato Cenido as null and void and directing the Provincial Assessor of Rizal and the Municipal Assessor of Binangonan, Rizal to register and to declare the house and lot covered by the same in their names (plaintiffs) for purposes of taxation;
>
> 3. Ordering defendant to pay them in the least amount of P50,000.00 as and for moral damages suffered;
>
> 4. Ordering defendant to pay them the amount of P10,000.00 as and for attorney's fees;
>
> 5. Ordering payment by defendant of exemplary damages in such amount which the Honorable Court may deem just and equitable in the premises;
>
> 6. Ordering defendant to pay the costs of suit; and
>
> Plaintiffs pray for such other and further relief which the Honorable Court may deem just and equitable considering the foregoing premises."[5]

Petitioner Cenido answered claiming that: (1) he is the illegitimate son of Bonifacio Aparato, the deceased owner of the subject property; (2) as Aparato's sole surviving heir, he became the owner of the property as evidenced by the cancellation of Tax Declaration No. 02-0274 in Bonifacio's name and the issuance of Tax Declaration No. 02-0368 in his name; (3) his ownership over the house and lot was also confirmed in 1985 by the Municipal Trial Court, Branch 1, Binangonan in Case No. 2264 which "adjudicated various claims involving the same subject property wherein plaintiffs were privy to the said case;" (4) that in said case, the Apacionado spouses participated in the execution of the compromise agreement partitioning the deceased's estate among his heirs, which agreement was adopted by the Municipal Trial Court as its judgment; (5) that the Apacionado spouses were allowed to stay in his father's house temporarily; (6) the mortgages on the property were obtained by his father upon request of the Apacionados who used the proceeds of the loans exclusively for themselves; (7) the real estate taxes on the property were paid for by his father, the principal, and the spouses were merely his agents; (8) the instrument attesting to the alleged sale of the house and lot by Bonifacio Aparato to the spouses is not a public document; (8) petitioner Cenido was never summoned to appear before the barangay for conciliation proceedings.[6]

Respondent spouses replied that: (1) Cenido is not the illegitimate son of Bonifacio, Cenido's claim of paternity being spurious; (2) the ownership of the property was not the proper subject in Civil Case No. 2264 before the MTC, Branch I, nor were the spouses parties in said case.[7]

The parties went to trial. Respondent spouses presented four (4) witnesses, namely, respondent Herminia Sta. Ana Apacionado; Rolando Nieves, the barangay captain; Norberto Aparato, the son of Gavino Aparato, Bonifacio's brother; and Carlos Inabayan, one of the two witnesses to the deed of sale between Bonifacio Aparato and the spouses over the property. Petitioner Cenido presented only himself as witness.

On March 30, 1993, the trial court rendered judgment. The court upheld petitioner Cenido's ownership over the property by virtue of the recognition made by Bonifacio's then surviving brother, Gavino, in the compromise judgment of the MTC. Concomitantly, the court also did not sustain the deed of sale between Bonifacio and the spouses because it was neither notarized nor signed by Bonifacio and was intrinsically defective. The court ordered thus:

> "WHEREFORE, in the light of the foregoing considerations, the Court believes that preponderance of evidence is on the side of defendant and so the complaint could not be given due course. Accordingly, the case is, as it should be, dismissed. No attorney's fees or damages is being awarded as no evidence to this effect had been given by defendant. With costs against plaintiffs.

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SO ORDERED."[8]

Respondent spouses appealed to the Court of Appeals. In a decision dated September 30, 1997, the appellate court found the appeal meritorious and reversed the decision of the trial court. It held that the recognition of Cenido's filiation by Gavino, Bonifacio's brother, did not comply with the requirements of the Civil Code and the Family Code; that the deed between Bonifacio and respondent spouses was a valid contract of sale over the property; and Cenido's failure to object to the presentation of the deed before the trial court was a waiver of the defense of the Statute of Frauds. The Court of Appeals disposed of as follows:

"WHEREFORE, the appealed Decision is hereby REVERSED and SET ASIDE. Plaintiffs-Appellants Spouses Amadeo Apacionado and Herminia Sta. Ana are declared owners of the subject house and lot now covered by Tax Declaration No. 02-6368."[9]

Hence, this recourse. Petitioner Cenido alleges that:

"1. The unsigned, unnotarized and highly doubtful private document designated as "Pagpapatunay" which is solely relied upon by the respondents in support of their case is not sufficient to vest ownership of and transfer the title, rights and interest over the subject property to the respondents.

x x x.

2. The Court of Appeals departed from the accepted and usual course of judicial proceedings in that it ruled against the petitioner in view of the alleged weakness of his defense rather than evaluate the case based on the strength of the respondents' evidence, thereby necessitating this Honorable Court's exercise of its power of supervision."[10]

Victoria Cenidosa, in representation of petitioner Cenido, has manifested, through counsel, that petitioner died in September 1993; that on December 18, 1985, eight years before his death, Cenido sold the subject house and lot to Maria D. Ojeda for the sum of P70,000.00; that Maria D. Ojeda is now old and sickly, and is thus being represented in the instant case by her daughter, Victoria O. Cenidosa.[11]

In the same vein, respondent Herminia Sta. Ana Apacionado also manifested that her husband, Amadeo Apacionado, died on August 11, 1989. Amadeo is now being represented by his compulsory heirs.[12]

Before ruling on petitioner's arguments, it is necessary to establish certain facts essential for a proper adjudication of the case.

The records reveal that the late Bonifacio Aparato had two siblings-- a sister named Ursula and a brother named Gavino.[13] Ursula died on March 1, 1979,[14] Bonifacio on January 3, 1982[15] and Gavino, sometime after Bonifacio's death. Both Ursula and Bonifacio never married and died leaving no legitimate offspring. Gavino's son, Norberto, however, testified that there was a fourth sibling, a sister, who married but also died; as to when she died or whether she left any heirs, Norberto did not know.[16] What is clear and undisputed is that Bonifacio was survived by Gavino who also left legitimate heirs.

Both Bonifacio and Ursula lived in the subject property under the care and protection of the Apacionados. Herminia Sta. Ana Apacionado started living with them in 1976. She took care of Bonifacio and Ursula, who died three years later. Herminia married Amado Apacionado, whose paternal grandmother was a sister of Bonifacio.[17] Amadeo moved into Bonifacio's house and assisted Herminia in taking care of the old man until his demise.

Shortly after Bonifacio's death, Civil Case No. 2264 was instituted by petitioner Cenido against Gavino Aparato before the Municipal Trial Court, Branch 1, Binangonan. The records do not reveal the nature of this action.[18]

Nevertheless, three years after filing of the case, the parties entered into a compromise agreement. The parties listed the properties of Bonifacio comprising two parcels of land: one parcel was the residential house and lot in question and the other was registered agricultural land with an area of 38,641 square meters; Gavino Aparato expressly recognized Renato Cenido as the sole illegitimate son of his brother, likewise, Cenido recognized Gavino as the brother of Bonifacio; as Bonifacio's heirs, they partitioned his estate among themselves, with the subject property and three portions of the agricultural land as Cenido's share, and the remaining 15,309 square meters of the agricultural land as Gavino's; both parties agreed to share in the documentation, registration and other expenses for the transfer of their shares. This compromise agreement was adopted as the decision of the MTC on January 31, 1985.[19]

In the same year, petitioner Cenido obtained in his name Tax Declaration No. 02-6368 over the subject property. Two years later, in January 1987, he filed an ejectment case against respondent spouses who continued occupying the property in question. This case was dismissed.

Respondent spouses' claim of ownership over the subject property is anchored on a one-page typewritten document entitled "Pagpapatunay," executed by Bonifacio Aparato. The "Pagpapatunay" reads as follows:

> "PAGPAPATUNAY
>
> DAPAT MALAMAN NG LAHAT:
>
> Akong si BONIFACIO APARATO, binata, Pilipino, husto sa gulang, at kasalukuyang naninirahan sa Layunan, Binangonan, Rizal, ay nagpapatunay nitong mga sumusunod:
>
> Una: -- Na, ako ang siyang nagmamay-ari ng isang lagay na lupang SOLAR at Bahay Tirahan na nakatirik sa nabanggit na solar na makikita sa lugar ng Rizal St., Layunan, Binangonan, Rizal;
>
> Ikalawa: -- Na, sapagkat ang nagalaga sa akin hanggang sa ako'y tuluyang kunin ng Dakilang Maykapal ay walang iba kungdi ang mag-asawang AMADEO APACIONADO at HERMINIA STA. ANA APACIONADO;
>
> Ikatlo: -- Na, pinatutunayan ko sa mga maykapangyarihan at kanginumang tao na ang nabanggit na SOLAR at bahay tirahan ay ipinagbili ko sa nabanggit na mag-asawa sa halagang SAMPUNG LIBONG (P10,000.00) PISO, bilang pakunsuwelo sa kanilang pagmamalasakit sa aking pagkatao at kalalagayan;
>
> Na, patunay na ito ay aking nilagdaan ng maliwanag ang aking isip at nalalaman ko ang lahat ng nilalaman nito.
>
> SA KATUNAYAN NG LAHAT, lumagda ako ng aking pangalan at apelyido ngayong ika-10 ng Disyembre 1981, dito sa Layunan, Binangonan, Rizal.
>
> (Thumbmarked)
>
> BONIFACIO APARATO
>
> Nagpatunay
>
> NILAGDAAN SA HARAP NINA:

(SGD.)

(SGD.)

Virgilio O. Cenido

Carlos Inabayan

- Saksi -

- Saksi -"[20]

On its face, the document "Pagpapatunay" attests to the fact that Bonifacio Aparato was the owner of the house and lot in Layunan, Rizal; that because the Apacionado spouses took care of him until the time of his death, Bonifacio sold said property to them for the sum of P10,000.00; that he was signing the same document with a clear mind and with full knowledge of its contents; and as proof thereof, he was affixing his signature on said document on the tenth day of December 1981 in Layunan, Binangonan, Rizal. Bonifacio affixed his thumbmark on the space above his name; and this was witnessed by Virgilio O. Cenido and Carlos Inabayan.

Petitioner Cenido disputes the authenticity and validity of the "Pagpapatunay." He claims that it is not a valid contract of sale and its genuineness is highly doubtful because: (1) it was not notarized and is merely a private instrument; (2) it was not signed by the vendor, Bonifacio; (3) it was improbable for Bonifacio to have executed the document and dictated the words "lumagda ako ng aking pangalan at apelyido" because he was paralyzed and could no longer sign his name at that time; and (4) the phrase "ang nag-alaga sa akin hanggang sa ako'y tuluyang kunin ng Dakilang Maykapal" speaks of an already departed Bonifacio and could have been made only by persons other than the dead man himself.[21]

To determine whether the "Pagpapatunay" is a valid contract of sale, it must contain the essential requisites of contracts, viz: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established.[22]

The object of the "Pagpapatunay" is the house and lot. The consideration is P10,000.00 for the services rendered to Aparato by respondent spouses. According to respondent Herminia Apacionado, this P10,000.00 was not actually paid to Bonifacio because the amount merely quantified the services they rendered to the old man. It was the care the spouses voluntarily gave that was the cause of the sale.[23] The cause therefore was the service remunerated.[24]

Petitioner alleges that Bonifacio did not give his consent to the deed because he did not affix his signature, but merely his thumbmark, on the document. Bonifacio was a literate person who could legibly sign his full name, and his signature is evident in several documents such as his identification card as member of the Anderson Fil-American Guerillas;[25] the "Kasulatan ng Palasanglaan" dated July 25, 1974 where he and his two other siblings mortgaged the subject property for P2,000.00 to one Linda Y. Cenido;[26] "Padagdag sa Sanglaan" dated June 16, 1976;[27] and another "Padagdag sa Sanglaan" dated March 2, 1979.[28]

Respondent Herminia Sta. Ana Apacionado testified that Bonifacio Aparato affixed his thumbmark because he could no longer write at the time of execution of the document. The old man was already 61 years of age and could not properly see with his eyes. He was stricken by illness a month before and was paralyzed from the waist down. He could still speak, albeit in a garbled manner, and be understood. The contents of the "Pagpapatunay" were actually dictated by him to one Leticia Bandola who typed the same on a typewriter she brought to his house.[29]

That Bonifacio was alive at the time of execution of the contract and voluntarily gave his consent to the

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instrument is supported by the testimony of Carlos Inabayan, the lessee of Bonifacio's billiard hall at the ground floor of the subject property. Inabayan testified that on December 10, 1981, he was summoned to go up to Bonifacio's house. There, he saw Bonifacio, respondent Apacionados, and a woman and her husband. He was given a sheet of paper to read. He read the paper and understood that it was a deed of sale of the house and lot executed by Bonifacio in favor of the Apacionados. Thereafter, Bonifacio requested him to sign the document as witness. Reexamining the "Pagpapatunay," Inabayan saw that Bonifacio affixed his thumbmark on the space above his name. Inabayan thus signed the document and returned to the billiard hall.[30]

Inabayan's testimony has not been rebutted by petitioner. Petitioner, through counsel, waived his right to do so, finding no need to cross-examine the witness.[31] This waiver was granted by the court in the order of September 23, 1992.[32]

One who alleges any defect or the lack of a valid consent to a contract must establish the same by full, clear and convincing evidence, not merely by preponderance thereof.[33] Petitioner has not alleged that the old man, by his physical or mental state, was incapacitated to give his consent at the time of execution of the "Pagpapatunay." Petitioner has not shown that Bonifacio was insane or demented or a deaf-mute who did not know how to write.[34] Neither has petitioner claimed, at the very least, that the consent of Bonifacio to the contract was vitiated by mistake, violence, intimidation, undue influence or fraud.[35] If by assailing the intrinsic defects in the wordage of the "Pagpapatunay" petitioner Cenido seeks to specifically allege the exercise of extrinsic fraud and undue influence on the old man, these defects are not substantial as to render the entire contract void. There must be clear and convincing evidence of what specific acts of undue influence[36] or fraud[37] were employed by respondent spouses that gave rise to said defects. Absent such proof, Bonifacio's presumed consent to the "Pagpapatunay" remains.

The "Pagpapatunay," therefore, contains all the essential requisites of a contract. Its authenticity and due execution have not been disproved either. The finding of the trial court that the document was prepared by another person and the thumbmark of the dead Bonifacio was merely affixed to it is pure conjecture. On the contrary, the testimonies of respondent Herminia Sta. Ana and Carlos Inabayan prove that the document is authentic and was duly executed by Bonifacio himself.

The "Pagpapatunay" is undisputably a private document. And this fact does not detract from its validity. The Civil Code, in Article 1356 provides:

> "Art. 1356. Contracts shall be obligatory, in whatever form they may have been entered into, provided all the essential requisites for their validity are present. However, when the law requires that a contract be in some form in order that it may be valid or enforceable, or that a contract be proved in a certain way, that requirement is absolute and indispensable. In such cases, the right of the parties stated in the following article cannot be exercised."

Generally, contracts are obligatory, in whatever form such contracts may have been entered into, provided all the essential requisites for their validity are present. When, however, the law requires that a contract be in some form for it to be valid or enforceable, that requirement must be complied with.

A certain form may be prescribed by law for any of the following purposes: for validity, enforceability, or greater efficacy of the contract.[38] When the form required is for validity, its non-observance renders the contract void and of no effect.[39] When the required form is for enforceability, non-compliance therewith will not permit, upon the objection of a party, the contract, although otherwise valid, to be proved or enforced by action.[40] Formalities intended for greater efficacy or convenience or to bind third persons, if not done, would not adversely affect the validity or enforceability of the contract between the contracting parties themselves.[41]

Article 1358 of the Civil Code requires that:

> "Art. 1358. The following must appear in a public document:
>
> (1) Acts and contracts which have for their object the creation, transmission, modification or extinguishment of real rights over immovable property; sales of real property or of an interest therein are governed by Articles 1403, No. 2 and 1405;
>
> (2) The cession, repudiation or renunciation of hereditary rights or of those of the conjugal partnership of gains;
>
> (3) The power to administer property, or any other power which has for its object an act appearing or which should appear in a public document, or should prejudice a third person;
>
> (4) The cession of actions or rights proceeding from an act appearing in a public document.
>
> All other contracts where the amount involved exceeds five hundred pesos must appear in writing, even a private one. But sales of goods, chattels or things in action are governed by Articles 1403, No. 2 and 1405."

Acts and contracts which create, transmit, modify or extinguish real rights over immovable property should be embodied in a public document. Sales of real property are governed by the Statute of Frauds which reads:

> "Art. 1403. The following contracts are unenforceable, unless they are ratified:
>
> (1) x x x
>
> (2) Those that do not comply with the Statute of Frauds as set forth in this number. In the following cases an agreement hereafter made shall be unenforceable by action, unless the same, or some note or memorandum thereof, be in writing, and subscribed and by the party charged, or by his agent; evidence, therefore, of the agreement cannot be received without the writing, or a secondary evidence of its contents:
>
> (a) An agreement that by its terms is not to be performed within a year from the making thereof;
>
> x x x
>
> (e) An agreement for the leasing for a longer period than one year, or for the sale of real property or of an interest therein;
>
> (3) x x x."

The sale of real property should be in writing and subscribed by the party charged for it to be enforceable. The "Pagpapatunay" is in writing and subscribed by Bonifacio Aparato, the vendor; hence, it is enforceable under the Statute of Frauds. Not having been subscribed and sworn to before a notary public, however, the "Pagpapatunay" is not a public document, and therefore does not comply with Article 1358, paragraph 1 of the Civil Code.

The requirement of a public document in Article 1358 is not for the validity of the instrument but for its efficacy.[42] Although a conveyance of land is not made in a public document, it does not affect the validity of such conveyance.[43] Article 1358 does not require the accomplishment of the acts or contracts in a public instrument in order to validate the act or contract but only to insure its efficacy,[44] so that after the existence of said contract has been admitted, the party bound may be compelled to execute the proper document.[45] This is clear from Article 1357, viz:

> "Art. 1357. If the law requires a document or other special form, as in the acts and contracts enumerated in the following article [Article 1358], the contracting parties may compel each other to observe that form, once the contract has been perfected. This right may be exercised simultaneously with the action upon the contract."

The private conveyance of the house and lot is therefore valid between Bonifacio Aparato and respondent spouses. The question of whether the "Pagpapatunay" is sufficient to transfer and convey title to the land for purposes of original registration[46] or the issuance of a real estate tax declaration in respondent spouses' names, as prayed for by respondent spouses,[47] is another matter altogether.[48] For greater efficacy of the contract, convenience of the parties and to bind third persons, respondent spouses have the right to compel the vendor or his heirs to execute the necessary document to properly convey the property.[49]

Anent petitioner's second assigned error, the fact that the Court of Appeals sustained the validity of the "Pagpapatunay" was not a conclusion that necessarily resulted from the weakness of petitioner's claim of filiation to Bonifacio Aparato. Of and by itself, the "Pagpapatunay" is a valid contract of sale between the parties and the Court of Appeals did not err in upholding its validity.

The issue of petitioner's paternity, however, is essential to determine whether Tax Declaration No. 02-6368 in the name of petitioner Cenido should be nullified, as prayed for by respondent spouses in their complaint.

Tax Declaration No. 02-6368[50] in petitioner Cenido's name was issued pursuant to the compromise judgment of the MTC where Gavino Aparato, Bonifacio's brother, expressly recognized petitioner Cenido as Bonifacio's sole illegitimate son. The compromise judgment was rendered in 1985, three years after Bonifacio's demise.

Under the Civil Code,[51] natural children and illegitimate children other than natural are entitled to support and successional rights only when recognized or acknowledged by the putative parent.[52] Unless recognized, they have no rights whatsoever against their alleged parent or his estate.[53]

The filiation of illegitimate children may be proved by any of the forms of recognition of natural children.[54] This recognition may be made in three ways:[55] (1) voluntarily, which must be express such as that in a record of birth, a will, a statement before a court of record, or in any authentic writing;[56] (2) legally, i.e., when a natural child is recognized, such recognition extends to his or her brothers and sisters of the full blood;[57] and (3) judicially or compulsorily, which may be demanded by the illegitimate child of his parents.[58] The action for compulsory recognition of the illegitimate child must be brought during the lifetime of the presumed parents. This is explicitly provided in Article 285 of the Civil Code, viz:

> "Art. 285. The action for the recognition of natural children may be brought only during the lifetime of the presumed parents, except in the following cases:
>
> (1) If the father or mother died during the minority of the child, in which case the latter may file the action before the expiration of four years from the attainment of his majority;
>
> (2) If after the death of the father or of the mother a document should appear of which nothing had been heard and in which either or both parents recognize the child.

In this case, the action must be commenced within four years from the finding of the document."

The illegitimate child can file an action for compulsory recognition only during the lifetime of the presumed parent. After the parent's death, the child cannot bring such action, except, however, in only two instances: one is when the supposed parent died during the minority of the child, and the other is when after the death of the parent, a document should be discovered in which the parent recognized the child as his. The action must be brought within four years from the attainment of majority in the first case, and from the discovery of the document in the second case. The requirement that the action be filed during the parent's lifetime is to prevent illegitimate children, on account of strong temptations to large estates left by dead persons, to claim part of this estate without giving the alleged parent personal opportunity to be heard.[59] It is vital that the parent be heard for only the parent is in a position to reveal the true facts surrounding the claimant's conception.[60]

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In the case at bar, petitioner Cenido did not present any record of birth, will or any authentic writing to show he was voluntarily recognized by Bonifacio as his illegitimate son. In fact, petitioner admitted on the witness stand that he had no document to prove Bonifacio's recognition, much less his filiation.[61] The voluntary recognition of petitioner's filiation by Bonifacio's brother before the MTC does not qualify as a "statement in a court of record." Under the law, this statement must be made personally by the parent himself or herself, not by any brother, sister or relative; after all, the concept of recognition speaks of a voluntary declaration by the parent, or if the parent refuses, by judicial authority, to establish the paternity or maternity of children born outside wedlock.[62]

The compromise judgment of the MTC does not qualify as a compulsory recognition of petitioner. In the first place, when he filed this case against Gavino Aparato, petitioner was no longer a minor. He was already pushing fifty years old.[63] Secondly, there is no allegation that after Bonifacio's death, a document was discovered where Bonifacio recognized petitioner Cenido as his son. Thirdly, there is nothing in the compromise judgment that indicates that the action before the MTC was a settlement of Bonifacio's estate with a gross value not exceeding P20,000.00.[64] Definitely, the action could not have been for compulsory recognition because the MTC had no jurisdiction over the subject matter.[65]

The Real Property Tax Code provides that real property tax be assessed in the name of the person "owning or administering" the property on which the tax is levied.[66] Since petitioner Cenido has not proven any successional or administrative rights to Bonifacio's estate, Tax Declaration No. 02-6368 in Cenido's name must be declared null and void.

IN VIEW WHEREOF, the petition is denied and the Decision and Resolution of the Court of Appeals in CA-G.R. CV No. 41011 are affirmed. Tax Declaration No. 02-6368 in the name of petitioner Renato Cenido is declared null and void.

No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Kapunan, Pardo, and Ynares-Santiago, JJ., concur.

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[1] Penned by Justice B.A. Adefuin-de la Cruz and concurred in by Justice Fidel P. Purisima, now a member of this Court, and Justice Ricardo P. Galvez, now Solicitor General.

[2] It reversed the decision of Judge Herculano Tech in Civil Case No. 409-B.

[3] Entitled "Spouses Amadeo Apacionado and Herminia Sta. Ana, plaintiffs v. Renato Cenido, defendant."

[4] Complaint, p. 1; Records, p. 1.

[5] Complaint, p. 4; Records, p. 4.

[6] Answer with Counterclaim, pp. 1-5, Records, pp. 10-14.

[7] Reply, pp. 1-2, Records, pp. 18-19.

[8] Decision of the trial court, p. 5, Rollo, p. 64.

[9] Decision of the Court of Appeals, p. 9, Rollo, p. 141.

[10] Petition, pp. 12, 17; Rollo, pp. 20, 25.

[11] Reply, pp. 1-3, Rollo, pp. 193-195.

[12] Order of the trial court approving substitution of party, Records, p. 34.

[13] Exhibit "G" -- the "Kasulatan ng Palasanglaan" dated July 25, 1974 where the property was mortgaged by the 3 siblings to Linda Y Cenido as security for a loan of P2,000.00; Exhibit "H" -- the "Padagdag sa Sanglaan dated June 16, 1976 where the 3 siblings borrowed an additional P1,000.00 from Linda Cenido; Records, pp. 66-68.

[14] TSN of April 4, 1990, pp. 29-30.

[15] Please see Exhibit "1," Records, p. 38; see also annex "E" to the Petition, Rollo, pp. 41-43.

[16] TSN of February 26, 1992, pp. 19-20.

[17] Testimony of Norberto Aparato, TSN of February 26, 1992, pp. 12-13.

[18] Exhibit "1," the compromise judgment of the MTC does not indicate what the action was. Testimony regarding the nature of the action was not successfully elicited by respondents' counsel due to continuous and vigorous objection by petitioner's counsel -- Cross-examination of Renato Cenido, TSN of December 13, 1989, pp. 24-35.

[19] Exhibit "1," Records, pp. 38-40; see also Annex "E" to the Petition, Rollo, pp. 41-43.

[20] Annex "Q" to the Petition, Rollo, p. 164; Exhibit "C," Records, p. 63.

[21] Petition, pp. 15-17, Rollo, pp. 23-25.

[22] Article 1318, Civil Code.

[23] TSN of April 4, 1990, p. 57.

[24] Article 1350, Civil Code.

> "Art. 1350. In onerous contracts the cause is understood to be, for each contracting party, the prestation or promise of a thing or service by the other; in remuneratory ones, the service or benefit which is remunerated; and in contracts of pure beneficence, the mere liberality of the benefactor."

[25] Exhibit "L," Records, p. 72.

[26] Exhibit "G," Records, pp. 66-67.

[27] Exhibit "H," Records, p. 68.

[28] Exhibit "I," Records, p.69.

[29] TSN of April 4, 1990, pp. 39, 56-58, 101-102.

[30] TSN of August 19, 1992, pp. 3-6.

[31] Manifestation and Motion, Records, pp. 115-116.

[32] Records, p. 119.

[33] Centenera v. Palicio, 29 Phil. 470, 485-486, [1915]; also cited in Tolentino, Civil Code, vol. 4, p. 475; see also Palmares v. Court of Appeals, 288 SCRA 422, 434 [1998]; Samson v. Court of Appeals, 238 SCRA 397, 408 [1994]; Cu v. Court of Appeals, 195 SCRA 647, 657 [1991] -- on fraud.

[34] Article 1327, Civil Code

"Art. 1327. The following cannot give consent to a contract:

(1) Unemancipated minors;

(2) Insane or demented persons, and deaf-mutes who do not know how to write."

[35] Article 1330, Civil Code.

> "Art. 1330. A contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable."

[36] Article 1337, Civil Code.

> "Art. 1337. There is undue influence when a person takes improper advantage of his power over the will of another, depriving the latter of a reasonable freedom of choice. The following circumstances shall be considered: the confidential, family, spiritual and other relations between the parties, or the fact that the person alleged to have been unduly influenced was suffering from mental weakness, or was ignorant, or in financial distress."

[37] Article 1338, Civil Code.

"Art. 1338. There is fraud when, through insidious words or machinations of one of the contracting parties, the other is induced to enter into a contract which, without them, he would not have agreed."

[38] Vitug, Compendium of Civil law and Jurisprudence, p. 550 [1993].

[39] E.g., Art. 748 -- donations of personal property worth more than P5,000.00 must be in writing; Art. 749 -- donations of real property must be in a public instrument.

[40] E.g., Art. 1403, No. 2 -- contracts covered by the Statute of Frauds.

[41] Dauden-Hernaez v. de los Angeles, 27 SCRA 1276, 1280-1283 [1969]; see also Vitug, supra, at 550-552.

[42] Hawaiian Phil. Co. v. Hernaez, 45 Phil. 746, 749-750 [1924].

[43] Craig v. Leuterio, 11 Phil. 44, 45-46 [1907].

[44] Manotok Realty, Inc. v. Court of Appeals, 149 SCRA 174, 178 [1987]; Alano v. Babasa, 10 Phil. 511, 515 [1908]; see also Tolentino, Civil Code, vol. 4, pp. 546-547 [1991].

[45] Hawaiian Phil. Co. v. Hernaez, supra, at 749; Dievos v. Acuna Co Chongco, 16 Phil. 447, 449 [1910]; Doliendo v. Depino, 12 Phil. 758, 764 [1909]; see also Padilla, Civil Law, Civil Code, vol. 4A, p. 296 [1988].

[46] The subject property is unregistered.

[47] Please see Prayer in Complaint, par. (b).

[48] In Gallardo v. Intermediate Appellate Court, 155 SCRA 248, 258 [1987], this court cited Sec. 127, Act 496, the Land Registration Act, (now Secs. 112 and 113, P.D. 1529, the Property Registration Decree) which requires a public instrument for a valid conveyance of both registered and unregistered lands; see also Pornellosa & Angeles v. Land Tenure Administration & Guzman, 110 Phil. 986, 992 [1961].

[49] In Gallardo v. Intermediate Appellate Court, supra, at 258, this court ruled that the only right the vendee of real property in a private instrument has is to compel, through court processes, the vendor to execute a deed of conveyance sufficient in law for purposes of registration; Heirs of Amparo del Rosario v. Santos, 108 SCRA 43, 56 [1981]; see also Vitug, supra, at 550. The action can be brought against all the heirs of the deceased vendor --

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Araneta v. Montelibano, 14 Phil. 117, 124-126 [1909], also cited in Aquino, Civil Code, vol. 2, p. 433 [1990].

[50] In Exhibit "2," the Declaration of real Property, the number of the tax declaration is not clearly indicated (See Records, p. 41). Respondent spouses refer to this as Tax Declaration No. 02-0368. Petitioner and the Court of Appeals refer to it as No. 02-6368 (TSN of December 13, 1989, pp. 44-45).

[51] The facts of the case occurred during the effectivity of the Civil Code.

[52] Articles 282 and 287, Civil Code.

[53] Reyes v. Court of Appeals, 135 SCRA 439, 449 [1985]; Berciles v. GSIS, 128 SCRA 53, 79-81 [1984]; Alabat v. Alabat, 21 SCRA 1479, 1481 [1967]; Paulino v. Paulino, 113 Phil. 697, 702 [1961]; Buenaventura v. Urbano, 5 Phil. 1, 10 [1905].

[54] Reyes v. Court of Appeals, supra; Clemena v. clemena, 133 Phil. 702, 704-705 [1968]; Paulino v. Paulino, supra; see also Aquino, Civil Code, vol. 1, p. 289 [1990].

[55] Tolentino, Civil Code, vol. 1, p. 577 [1987]; Vitug, Compendium of Civil Law and Jurisprudence, p. 88 [1993]

[56] Article 278, Civil Code.

[57] Article 271, supra.

[58] Articles 283 and 284, supra.

[59] Serrano v. Aragon, 22 Phil. 10, 18 [1912]; Villalon v. Villalon, 71 Phil. 98, 100 [1940].

[60] Barles v. Ponce Enrile, 109 SCRA 523, 526 [1960].

[61] TSN of December 13, 1989, p. 21.

[62] Tolentino, Civil Code, vol. 1, p. 577 [1987] citing Brugi.

[63] When petitioner testified in 1989, he was 55 years of age--TSN of December 13, 1989, p. 3.

[64] Section 33, B.P. 129.

[65] Section 19, B.P. 129; Rule 105, Section 1.

[66] Umali, Reviewer in Taxation, pp. 662-663 [1985] citing 51 Am Jur 639-640; Sections 6 and 22, P.D. 464; now Sec. 202, Title II, Book II, Local Government Code of 1991 (R.A. 7160).

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