

## HEIRS OF IGNACIA AGUILAR-REYES, PETITIONERS, VS. SPOUSES CIPRIANO MIJARES AND FLORENTINA MIJARES, RESPONDENTS.

*G.R. No. 143826. August 28, 2003*

Ponente: YNARES-SANTIAGO, J.

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### YNARES-SANTIAGO, J.:

Under the regime of the Civil Code, the alienation or encumbrance of a conjugal real property requires the consent of the wife. The absence of such consent renders the entire transaction[1] merely voidable and not void.[2] The wife may, during the marriage and within ten years from the transaction questioned, bring an action for the annulment of the contract entered into by her husband without her consent.[3]

Assailed in this petition for review on certiorari are the January 26, 2000 Decision[4] and June 19, 2000, Resolution[5] of the Court of Appeals in CA-G.R. No. 28464 which declared respondents as purchasers in good faith and set aside the May 31, 1990 and June 29, 1990 Orders of the Regional Trial Court of Quezon City, Branch 101, in Civil Case No. Q-48018.

The controversy stemmed from a dispute over Lot No. 4349-B-2,[6] approximately 396 square meters, previously covered by Transfer Certificate of Title (TCT) No. 205445, located in Balintawak, Quezon City and registered in the name of Spouses Vicente Reyes and Ignacia Aguilar-Reyes.[7] Said lot and the apartments built thereon were part of the spouses' conjugal properties having been purchased using conjugal funds from their garments business.[8]

Vicente and Ignacia were married in 1960, but had been separated de facto since 1974.[9] Sometime in 1984, Ignacia learned that on March 1, 1983, Vicente sold Lot No. 4349-B-2 to respondent spouses Cipriano and Florentina Mijares for P40,000.00.[10] As a consequence thereof, TCT No. 205445 was cancelled and TCT No. 306087 was issued on April 19, 1983 in the name of respondent spouses.[11] She likewise found out that Vicente filed a petition for administration and appointment of guardian with the Metropolitan Trial Court of Quezon City, Branch XXI. Vicente misrepresented therein that his wife, Ignacia, died on March 22, 1982, and that he and their 5 minor children were her only heirs.[12] On September 29, 1983, the court appointed Vicente as the guardian of their minor children.[13] Subsequently, in its Order dated October 14, 1983, the court authorized Vicente to sell the estate of Ignacia.[14]

On August 9, 1984, Ignacia, through her counsel, sent a letter to respondent spouses demanding the return of her ½ share in the lot. Failing to settle the matter amicably, Ignacia filed on June 4, 1996 a complaint[15] for annulment of sale against respondent spouses. The complaint was thereafter amended to include Vicente Reyes as one of the defendants.[16]

In their answer, respondent spouses claimed that they are purchasers in good faith and that the sale was valid because it was duly approved by the court.[17] Vicente Reyes, on the other hand, contended that what he sold to the spouses was only his share in Lot No. 4349-B-2, excluding the share of his wife, and that he never represented that the latter was already dead.[18] He likewise testified that respondent spouses, through the counsel they

provided him, took advantage of his illiteracy by filing a petition for the issuance of letters of administration and appointment of guardian without his knowledge.[19]

On February 15, 1990, the court a quo rendered a decision declaring the sale of Lot No. 4349-B-2 void with respect to the share of Ignacia. It held that the purchase price of the lot was P110,000.00 and ordered Vicente to return ½ thereof or P55,000.00 to respondent spouses. The dispositive portion of the said decision, reads-

WHEREFORE, premises above considered, judgment is hereby rendered declaring the subject Deed of Absolute Sale, dated March [1,] 1983 signed by and between defendants Vicente Reyes and defendant Cipriano Mijares NULL AND VOID WITH RESPECT TO ONE-HALF (1/2) OF THE SAID PROPERTY;

The Register of Deeds of Quezon City is hereby ordered to cancel TCT No. 306083 (sic) in the names of defendant spouses Cipriano Mijares and Florentina Mijares and to issue a new TCT in the name of the plaintiff Ignacia Aguilar-Reyes as owner in fee simple of one-half (1/2) of said property and the other half in the names of defendant spouses Cipriano Mijares and Florentin[a] Mijares, upon payment of the required fees therefore;

Said defendant spouses Mijares are also ordered to allow plaintiff the use and exercise of rights, as well as obligations, pertinent to her one-half (1/2) ownership of the subject property;

Defendant Vicente Reyes is hereby ordered to reimburse P55,000.00 with legal rate of interest from the execution of the subject Deed of Absolute Sale on March 1, 1983, to the defendant spouses Cipriano Mijares and Florentina Mijares which corresponds to the one-half (1/2) of the actual purchase price by the said Mijares but is annulled in this decision (sic);

Defendant Vicente Reyes is hereby further ordered to pay plaintiff the amount of P50,000.00 by way of moral and exemplary damages, plus costs of this suit.

SO ORDERED.[20]

Ignacia filed a motion for modification of the decision praying that the sale be declared void in its entirety and that the respondents be ordered to reimburse to her the rentals they collected on the apartments built on Lot No. 4349-B-2 computed from March 1, 1983.

On May 31, 1990, the trial court modified its decision by declaring the sale void in its entirety and ordering Vicente Reyes to reimburse respondent spouses the purchase price of P110,000, thus -

WHEREFORE, premises considered, judgment is hereby rendered declaring the subject Deed of Absolute Sale, dated March 1, 1983 signed by and between defendants Vicente Reyes and defendant Cipriano Mijares as null and void ab initio, in view of the absence of the wife's conformity to said transaction.

Consequent thereto, the Register of Deeds for Quezon City is hereby ordered to cancel TCT No. 306083 (sic) in the name of Cipriano Mijares and Florentin[a] Mijares and issue a new TCT in the name of the plaintiff and defendant Ignacia Aguilar-Reyes and Vicente Reyes as owners in fee simple, upon payment of required fees therefore.

Defendant Vicente Reyes is hereby ordered to pay the amount of one hundred ten thousand pesos (P110,000.00) with legal rate of interest at 12% per annum from the execution of the subject Deed of Absolute Sale on March 1, 1983.

Further, defendant Vicente Reyes is ordered to pay the amount of P50,000.00 by way of moral and exemplary damages, plus costs of this suit.

SO ORDERED.[21]

On motion[22] of Ignacia, the court issued an Order dated June 29, 1990 amending the dispositive portion of the

May 31, 1990 decision by correcting the Transfer Certificate of Title of Lot No. 4349-B-2, in the name of Cipriano Mijares and Florentina Mijares, from TCT No. 306083 to TCT No. 306087; and directing the Register of Deeds of Quezon City to issue a new title in the name of Ignacia Aguilar-Reyes and Vicente Reyes. The Order likewise specified that Vicente Reyes should pay Ignacia Aguilar-Reyes the amount of P50,000.00 as moral and exemplary damages.[23]

Both Ignacia Aguilar-Reyes and respondent spouses appealed the decision to the Court of Appeals.[24] Pending the appeal, Ignacia died and she was substituted by her compulsory heirs.[25]

Petitioners contended that they are entitled to reimbursement of the rentals collected on the apartment built on Lot No. 4349-B-2, while respondent spouses claimed that they are buyers in good faith. On January 26, 2000, the Court of Appeals reversed and set aside the decision of the trial court. It ruled that notwithstanding the absence of Ignacia's consent to the sale, the same must be held valid in favor of respondents because they were innocent purchasers for value.[26] The decretal portion of the appellate court's decision states -

WHEREFORE, premises considered, the Decision appealed from and the Orders dated May 31, 1990 and June 29, 1990, are SET ASIDE and in lieu thereof a new one is rendered -

- Declaring the Deed of Absolute Sale dated March 1, 1983 executed by Vicente Reyes in favor of spouses Cipriano and [Florentina] Mijares valid and lawful;

- Ordering Vicente Reyes to pay spouses Mijares the amount of P30,000.00 as attorney's fees and legal expenses; and

- Ordering Vicente Reyes to pay spouses Mijares P50,000.00 as moral damages.

No pronouncement as to costs.

SO ORDERED.[27]

Undaunted by the denial of their motion for reconsideration,[28] petitioners filed the instant petition contending that the assailed sale of Lot No. 4392-B-2 should be annulled because respondent spouses were not purchasers in good faith.

The issues for resolution are as follows: (1) What is the status of the sale of Lot No. 4349-B-2 to respondent spouses? (2) Assuming that the sale is annulable, should it be annulled in its entirety or only with respect to the share of Ignacia? (3) Are respondent spouses purchasers in good faith?

Articles 166 and 173 of the Civil Code,[29] the governing laws at the time the assailed sale was contracted, provide:

Art.166. Unless the wife has been declared a non compos mentis or a spendthrift, or is under civil interdiction or is confined in a leprosarium, the husband cannot alienate or encumber any real property of the conjugal partnership without the wife's consent. If she refuses unreasonably to give her consent, the court may compel her to grant the same...

Art. 173. The wife may, during the marriage and within ten years from the transaction questioned, ask the courts for the annulment of any contract of the husband entered into without her consent, when such consent is required, or any act or contract of the husband which tends to defraud her or impair her interest in the conjugal partnership property. Should the wife fail to exercise this right, she or her heirs after the dissolution of the marriage, may demand the value of property fraudulently alienated by the husband.

Pursuant to the foregoing provisions, the husband could not alienate or encumber any conjugal real property without the consent, express or implied, of the wife otherwise, the contract is voidable. Indeed, in several

cases[30] the Court had ruled that such alienation or encumbrance by the husband is void. The better view, however, is to consider the transaction as merely voidable and not void.[31] This is consistent with Article 173 of the Civil Code pursuant to which the wife could, during the marriage and within 10 years from the questioned transaction, seek its annulment.[32]

In the case of *Heirs of Christina Ayuste v. Court of Appeals*,[33] it was categorically held that -

There is no ambiguity in the wording of the law. A sale of real property of the conjugal partnership made by the husband without the consent of his wife is voidable. The action for annulment must be brought during the marriage and within ten years from the questioned transaction by the wife. Where the law speaks in clear and categorical language, there is no room for interpretation -- there is room only for application.[34]

Likewise, in *Spouses Guiang v. Court of Appeals*,[35] the Court quoted with approval the ruling of the trial court that under the Civil Code, the encumbrance or alienation of a conjugal real property by the husband absent the wife's consent, is voidable and not void. Thus -

...Under Article 166 of the Civil Code, the husband cannot generally alienate or encumber any real property of the conjugal partnership without the wife's consent. The alienation or encumbrance if so made however is not null and void. It is merely voidable. The offended wife may bring an action to annul the said alienation or encumbrance. Thus, the provision of Article 173 of the Civil Code of the Philippines, to wit:

Art. 173. The wife may, during the marriage and within ten years from the transaction questioned, ask the courts for the annulment of any contract of the husband entered into without her consent, when such consent is required, or any act or contract of the husband which tends to defraud her or impair her interest in the conjugal partnership property. Should the wife fail to exercise this right, she or her heirs after the dissolution of the marriage, may demand the value of property fraudulently alienated by the husband.

This particular provision giving the wife ten (10) years x x x during [the] marriage to annul the alienation or encumbrance was not carried over to the Family Code. It is thus clear that any alienation or encumbrance made after August 3, 1988 when the Family Code took effect by the husband of the conjugal partnership property without the consent of the wife is null and void...

In the case at bar, there is no dispute that Lot No. 4349-B-2, is a conjugal property having been purchased using the conjugal funds of the spouses during the subsistence of their marriage. It is beyond cavil therefore that the sale of said lot to respondent spouses without the knowledge and consent of Ignacia is voidable. Her action to annul the March 1, 1983 sale which was filed on June 4, 1986, before her demise is perfectly within the 10 year prescriptive period under Article 173 of the Civil Code. Even if we reckon the period from November 25, 1978 which was the date when Vicente and the respondent spouses entered into a contract concerning Lot No. 4349-B-2, Ignacia's action would still be within the prescribed period.

Anent the second issue, the trial court correctly annulled the voidable sale of Lot No. 4349-B-2 in its entirety. In *Bucoy v. Paulino*,[36] a case involving the annulment of sale with assumption of mortgages executed by the husband without the consent of the wife, it was held that the alienation or encumbrance must be annulled in its entirety and not only insofar as the share of the wife in the conjugal property is concerned. Although the transaction in the said case was declared void and not merely voidable, the rationale for the annulment of the whole transaction is the same thus -

The plain meaning attached to the plain language of the law is that the contract, in its entirety, executed by the husband without the wife's consent, may be annulled by the wife. Had Congress intended to limit such annulment in so far as the contract shall "prejudice" the wife, such limitation should have been spelled out in the statute. It is not the legitimate concern of this Court to recast the law. As Mr. Justice Jose B. L. Reyes of this Court and Judge Ricardo C. Puno of the Court of First Instance correctly stated, "[t]he rule (in the first

sentence of Article 173) revokes *Baello vs. Villanueva*, 54 Phil. 213 and *Coque vs. Navas Sioca*, 45 Phil. 430," in which cases annulment was held to refer only to the extent of the one-half interest of the wife...

The necessity to strike down the contract of July 5, 1963 as a whole, not merely as to the share of the wife, is not without its basis in the common-sense rule. To be underscored here is that upon the provisions of Articles 161, 162 and 163 of the Civil Code, the conjugal partnership is liable for many obligations while the conjugal partnership exists. Not only that. The conjugal property is even subject to the payment of debts contracted by either spouse before the marriage, as those for the payment of fines and indemnities imposed upon them after the responsibilities in Article 161 have been covered (Article 163, par. 3), if it turns out that the spouse who is bound thereby, "should have no exclusive property or if it should be insufficient." These are considerations that go beyond the mere equitable share of the wife in the property. These are reasons enough for the husband to be stopped from disposing of the conjugal property without the consent of the wife. Even more fundamental is the fact that the nullity is decreed by the Code not on the basis of prejudice but lack of consent of an indispensable party to the contract under Article 166.[37]

With respect to the third issue, the Court finds that respondent spouses are not purchasers in good faith. A purchaser in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays full and fair price for the same, at the time of such purchase, or before he has notice of the claim or interest of some other persons in the property. He buys the property with the belief that the person from whom he receives the thing was the owner and could convey title to the property. A purchaser cannot close his eyes to facts which should put a reasonable man on his guard and still claim he acted in good faith.[38]

In the instant case, there existed circumstances that should have placed respondent spouses on guard. The death certificate of Ignacia, shows that she died on March 22, 1982. The same death certificate, however, reveals that - (1) it was issued by the Office of the Civil Registrar of Lubao Pampanga on March 10, 1982; (2) the alleged death of Ignacia was reported to the Office of the Civil Registrar on March 4, 1982; and (3) her burial or cremation would be on March 8, 1982.[39] These obvious flaws in the death certificate should have prompted respondents to investigate further, especially so that respondent Florentina Mijares admitted on cross examination that she asked for the death certificate of Ignacia because she was suspicious that Ignacia was still alive.[40] Moreover, respondent spouses had all the opportunity to verify the claim of Vicente that he is a widower because it was their lawyer, Atty. Rodriguito S. Saet, who represented Vicente in the special proceedings before the Metropolitan Trial Court.

Neither can respondent spouses rely on the alleged court approval of the sale. Note that the Order issued by the Metropolitan Trial Court of Quezon City, Branch XXXI, appointing Vicente as guardian of his 5 minor children, as well as the Order authorizing him to sell the estate of Ignacia were issued only on September 29, 1983 and October 14, 1983, respectively. On the other hand, the sale of the entire Lot No. 4349-B-2 to respondent spouses appears to have been made not on March 1, 1983, but even as early as November 25, 1978. In the "Agreement" dated November 25, 1978, Vicente in consideration of the amount of P110,000.00, sold to Cipriano Mijares Lot No. 4349-B-2 on installment basis, with the first installment due on or before July 31, 1979.[41] This was followed by a "Memorandum of Understanding" executed on July 30, 1979, by Vicente and Cipriano - (1) acknowledging Cipriano's receipt of Vicente's down payment in the amount of P50,000.00; and (2) authorizing Florentina Mijares to collect rentals.[42] On July 14, 1981, Vicente and Cipriano executed another "Memorandum of Agreement," stating, among other, that out of the purchase price of P110,000.00 Vicente had remaining balance of P19,000.00.[43] Clearly therefore, the special proceedings before the Metropolitan Trial Court of Quezon City, Branch XXXI, could not have been the basis of respondent spouses' claim of good faith because the sale of Lot No. 4349-B-2 occurred prior thereto.

Respondent spouses cannot deny knowledge that at the time of the sale in 1978, Vicente was married to Ignacia

and that the latter did not give her conformity to the sale. This is so because the 1978 "Agreement" described Vicente as "married" but the conformity of his wife to the sale did not appear in the deed. Obviously, the execution of another deed of sale in 1983 over the same Lot No. 4349-B-2, after the alleged death of Ignacia on March 22, 1982, as well as the institution of the special proceedings were, intended to correct the absence of Ignacia's consent to the sale. Even assuming that respondent spouses believed in good faith that Ignacia really died on March 22, 1982, after they purchased the lot, the fact remains that the sale of Lot No. 4349-B-2 prior to Ignacia's alleged demise was without her consent and therefore subject to annulment. The October 14, 1983 order authorizing the sale of the estate of Ignacia, could not have validated the sale of Lot No. 4349-B-2 because said order was issued on the assumption that Ignacia was already dead and that the sale dated March 1, 1983 was never categorically approved in the said order.

The fact that the 5 minor children<sup>[44]</sup> of Vicente represented by the latter, signed the March 1, 1983 deed of sale of Lot No. 4349-B-2 will not estop them from assailing the validity thereof. Not only were they too young at that time to understand the repercussions of the sale, they likewise had no right to sell the property of their mother who, when they signed the deed, was very much alive.

If a voidable contract is annulled, the restoration of what has been given is proper. The relationship between parties in any contract even if subsequently annulled must always be characterized and punctuated by good faith and fair dealing. Hence, for the sake of justice and equity, and in consonance with the salutary principle of non-enrichment at another's expense, the Court sustains the trial court's order directing Vicente to refund to respondent spouses the amount of P110,000.00 which they have paid as purchase price of Lot No. 4349-B-2.<sup>[45]</sup> The court a quo correctly found that the subject of the sale was the entire Lot No. 4349-B-2 and that the consideration thereof is not P40,000.00 as stated in the March 1, 1983 deed of sale, but P110,000.00 as evidenced by the - (1) "Agreement" dated November 25, 1978 as well as the July 30, 1979 "Memorandum of Understanding" and the July 14, 1981 "Memorandum of Agreement" which served as receipts of the installment payments made by respondent Cipriano Mijares; and (2) the receipt duly signed by Vicente Reyes acknowledging receipt of the amount of P110,000.00 from respondent spouses as payment of the sale of the controverted lot.<sup>[46]</sup>

The trial court, however, erred in imposing 12% interest per annum on the amount due the respondents. In *Eastern Shipping Lines, Inc. v. Court of Appeals*,<sup>[47]</sup> it was held that interest on obligations not constituting a loan or forbearance of money is six percent (6%) annually. If the purchase price could be established with certainty at the time of the filing of the complaint, the six percent (6%) interest should be computed from the date the complaint was filed until finality of the decision. In *Lui v. Loy*,<sup>[48]</sup> involving a suit for reconveyance and annulment of title filed by the first buyer against the seller and the second buyer, the Court, ruling in favor of the first buyer and annulling the second sale, ordered the seller to refund to the second buyer (who was not a purchaser in good faith) the purchase price of the lots. It was held therein that the 6% interest should be computed from the date of the filing of the complaint by the first buyer. After the judgment becomes final and executory until the obligation is satisfied, the amount due shall earn interest at 12% per year, the interim period being deemed equivalent to a forbearance of credit.<sup>[49]</sup>

Accordingly, the amount of P110,000.00 due the respondent spouses which could be determined with certainty at the time of the filing of the complaint shall earn 6% interest per annum from June 4, 1986 until the finality of this decision. If the adjudged principal and the interest (or any part thereof) remain unpaid thereafter, the interest rate shall be twelve percent (12%) per annum computed from the time the judgment becomes final and executory until it is fully satisfied.

Petitioner's prayer for payment of rentals should be denied. Other than the allegation of Ignacia in her *Sinumpaang Salaysay* that the apartments could be rented at P1,000.00 a month, no other evidence was presented

to substantiate her claim. In awarding rentals which are in the nature of actual damages, the Court cannot rely on mere assertions, speculations, conjectures or guesswork but must depend on competent proof and on the best evidence obtainable regarding the actual amount of loss.[50] None, having been presented in the case at bar, petitioner's claim for rentals must be denied.

While as a general rule, a party who has not appealed is not entitled to affirmative relief other than the ones granted in the decision of the court below, law and jurisprudence authorize a tribunal to consider errors, although unassigned, if they involve (1) errors affecting the lower court's jurisdiction over the subject matter, (2) plain errors not specified, and (3) clerical errors.[51] In this case, though defendant Vicente Reyes did not appeal, the "plain error" committed by the court a quo as to the award of moral and exemplary damages must be corrected. These awards cannot be lumped together as was done by the trial court.[52] Moral and exemplary damages are different in nature, and require separate determination. Moral damages are awarded where the claimant experienced physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, and similar injury as a result of the act complained of.[53] The award of exemplary damages, on the other hand, is warranted when moral, temperate, liquidated, or compensatory damages were likewise awarded by the court.[54]

Hence, the trial court's award of "P50,000.00 by way of moral and exemplary damages" should be modified. Vicente Reyes should be ordered to pay the amounts of P25,000.00 as moral damages and P25,000.00 as exemplary damages. Since Vicente Reyes was among the heirs substituted to the late Ignacia Aguilar-Reyes, payment of moral and exemplary damages must be made by Vicente to his children, petitioners in this case.

WHEREFORE, in view of all the foregoing, the petition is **PARTIALLY GRANTED**. The January 26, 2000 Decision and June 19, 2002, Resolution of the Court of Appeals in CA-G.R. No. 28464 are **REVERSED** and **SET ASIDE**. The May 31, 1990 Order of the Regional Trial Court of Quezon City, Branch 101, in Civil Case No. Q-48018, which annulled the March 1, 1983 Deed of Absolute Sale over Lot No. 4349-B-2, and ordered the Register of Deeds of Quezon City to cancel TCT No. 306087 in the name of respondent spouses Cipriano Mijares and Florentina Mijares covering the same property; as well as the June 29, 1990 Order correcting the typographical errors in the order dated March 1, 1983, are **REINSTATED**, with the following **MODIFICATIONS**

(1) The Register of Deeds of Quezon City is ordered to issue a new certificate of title over Lot No. 4349-B-2, in the name of petitioners as co-owners thereof;

(2) Vicente Reyes is ordered to reimburse the respondent spouses the amount of P110,000.00 as purchase price of Lot No. 4349-B-2, with interest at 6% per annum from June 4, 1986, until finality of this decision. After this decision becomes final, interest at the rate of 12% per annum on the principal and interest (or any part thereof) shall be imposed until full payment.

(3) Defendant Vicente Reyes is ordered to pay the heirs of the late Ignacia Aguilar-Reyes, the amounts of P25,000.00 as moral damages and P25,000.00 as exemplary damages.

**SO ORDERED.**

Davide, Jr., C.J., Vitug, Carpio, and Azcuna, JJ., concur.

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[1] *Bucoy v. Paulino*, 131 Phil. 790, 804-805 (1968).

[2] *Heirs of Christina Ayuste v. Court of Appeals*, 372 Phil. 370, 379 (1999), citing *Felipe v. Heirs of Aldon*, et

al., 205 Phil. 537 (1983), *Roxas v. Court of Appeals*, G.R. No. 92245, 26 June 1991, 198 SCRA 541, 546; *Spouses Guiang v. Court of Appeals*, 353 Phil. 578, 588 (1998); Vitug, *Compendium of Civil Law and Jurisprudence*, 1993 edition, p. 71.

[3] Civil Code, Article 173.

[4] Penned by Associate Justice Corona Ibay-Somera and concurred in by Associate Justices Portia Aliño-Hormachuelos and Wenceslao I. Agnir, Jr. (Rollo, p. 92).

[5] Rollo, p. 128.

[6] Particularly described as follows: "A parcel of land (Lot 4349-B-2 of the subdivision plan (LRC) Psd-64445, being a portion of Lot 4349-B, Psd-37979, LRC (GLRO) Rec. No. 4429), situated in the Dist. of Balintawak, Quezon City. Bounded on the NE., pts 3 to 4 by Lot 4349-B-3 of the subdivision plan; on the SE., points 4 to 1 by Lot 4350-A, Psd-17828; on the SW., points 3 to 2 by Lot 4349-B-1 of the subdivision plan; and on NW., points 2 to 3 by Lot 4371, Caloocan Cadastre. Beginning at the point marked "1" on plan, being S.89 deg. 19'E. 2968.87 m. from BLLM 6, Caloocan Cadastre:

thence N. 18 deg. 39 `W., 42.88 m. to point 2;

thence N.65 deg. 51 `E., 9.70m to point 3;

thence S. 16 deg. 58 `E., 45.25 m. to point 4;

thence S. 80 deg.59 `W., 8.45m. to point of beginning; containing an area of THREE HUNDRED NINETY SIX SQUARE AND TWENTY SQUARE DECIMETERS (396.20) more or less. All points referred to are indicated on the plan and are marked on the ground by PS Cyl. Conc. Mons. 15x60 cm., bearing true, date of the original survey, December 1930-Sept. 1832 and that of the subdivision survey, Nov. 12, 1966." (Transfer Certificate of Title, Records, p. 8)

[7] Transfer Certificate of Title, Records, p. 8.

[8] Sinumpaang Salaysay, Records, pp. 140-141; Complaint, Records, p. 4.

[9] TSN, 16 March 1989, pp. 18 and 21.

[10] Demand letter of Ignacia Reyes to the respondent spouses, Rollo, p. 149.

[11] Records, pp. 154-155.

[12] Order, Records, p. 188.

[13] Id., penned by Judge Mariano M. Singson, Jr.

[14] Records, p. 187.

[15] Records, p. 4.

[16] Amended Complaint, Records, p. 30.

[17] Records, p. 18.

[18] Answer with Cross-claim.

[19] TSN, Records, pp. 3-10.

[20] Rollo, p. 75.

[21] Rollo, p. 89.

[22] Motion to Correct Typographical Errors, Records, p. 228.

[23] Rollo, p. 90.

[24] Defendant Vicente Reyes also filed a Notice of Appeal manifesting to the trial court that he is appealing the decision dated February 15, 1990 (Records, p. 219). It appears, however, that he did not pursue his appeal with the Court of Appeals.

[25] Court of Appeal's Resolution dated October 14, 1991, CA Rollo, p. 31. Vicente Reyes and their 5 minor children, namely, Dominador Reyes, Agripino Reyes, Antonio Reyes, Ana Marie Reyes, and Jose Reyes, were substituted to the deceased Ignacia Reyes.

[26] Decision, Records, pp. 114-115.

[27] Rollo, pp. 115-116.

[28] Resolution dated June 19, 2000, Rollo, p. 128.

[29] A sale or encumbrance of conjugal (or community) property concluded after the effectivity of the Family Code on August 3, 1988, is governed by Article 124 of the same Code that now treats such a disposition to be void if done without the conjoint consent of the spouses or, in case of a spouse's inability, the authority of the court.

ART. 124. The administration and enjoyment of the conjugal partnership property shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for a proper remedy which must be availed of within five years from the date of the contract implementing such decision.

In the event that one spouse is incapacitated or otherwise unable to participate in the administration of the conjugal properties, the other spouse may assume sole powers of administration. These powers do not include the powers of disposition or encumbrance which must have the authority of the court or the written consent of the other spouse. In the absence of such authority or consent, the disposition or encumbrance shall be void. However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors.

[30] *Garcia v. Court of Appeals*, 215 Phil. 380, 383 (1984); *Nicolas v. Court of Appeals*, G.R. No. L-37631, 12 October 1987, 154 SCRA 635; *Tolentino v. Cardenas*, 123 Phil. 517, 521 (1966).

[31] *Roxas v. Court of Appeals*, *supra*, note 2.

[32] Vitug, *Compendium of Civil Law and Jurisprudence*, 1993 edition, p. 71; Concurring Opinion of Associate Justice Jose C. Vitug in *Heirs of Christina Ayuste v. Court of Appeals*, *supra*, note 2.

[33] *Supra*, note 2.

[34] *Supra*, note 2.

[35] *Supra*, note 2.

[36] *Supra*, note 1.

[37] *Supra*, note 1.

[38] Sandoval v. Court of Appeals, 329 Phil. 48, 62 (1996), citing Agricultural and Home Extension Development Corporation v. Court of Appeals, G.R. No. 92310, 3 September 1992, 213 SCRA 563; Santos v. Court of Appeals, G.R. No. 90380, 13 September 1990, 189 SCRA 550; Fule v. Legare, 117 Phil. 367 (1963); De Santos v. Intermediate Appellate Court, G.R. No. L-69591, 25 January 1988, 157 SCRA 295; Duran v. Intermediate Appellate Court, G.R. No. L-64159, 10 September 1985, 138 SCRA 489; Arriola v. Gomez dela Serna, 14 Phil. 627; Embrado v. Court of Appeals, G.R. No. 51457, 27 June 1994, 233 SCRA 335.

[39] Certificate of Death, Records, p. 182.

[40] TSN, December 19, 1989, pp. 17-19.

[41] Agreement, Records, p. 175.

[42] Memorandum of Understanding, Records, p. 183.

[43] Memorandum of Agreement, Records, p. 200.

[44] Then of ages, 12, 13, 14, 17 and 19 (Records, p. 184). The age of majority then under Republic Act No. 6809 was 21 years.

[45] Delos Reyes v. Court of Appeals, 372 Phil. 522, 539 (1999), citing Nool v. Court of Appeals, 342 Phil. 106 (1997); Bricktown Development Corporation v. Amor Tierra Development Corporation, G.R. No. 112182, 12 December 1994, 239 SCRA 126; J.M. Tuason & Co., Inc. v. Court of Appeals, G.R. No. L-41233, 21 November 1979, 94 SCRA 413.

[46] Records, p. 176.

[47] G.R. No. 97412, 12 July 1994, 234 SCRA 78, 96.

[48] G.R. No. 145982, 3 July 2003.

[49] Eastern Shipping Lines, Inc. v. Court of Appeals, *supra*, at p. 97.

[50] Lucena v. Court of Appeals, 371 Phil. 188, 802 (1999), citing Barzaga v. Court of Appeals, 335 Phil. 568 (1997).

[51] Aurora Land Projects Corporation v. National Labor Relations Commission, 334 Phil. 44, 59 (1997), citing Santos v. Court of Appeals, G.R. No. 100963, 6 April 1993, 221 SCRA 42.

[52] Herbosa v. Court of Appeals, G.R. No. 119087, 25 January 2002.

[53] Philippine Telegraph and Telephone Corporation v. Court of Appeals, G.R. No. 139268, 3 September 2002.

[54] Pacific Airways Corporation v. Tonda, G.R. No. 138478, 26 November 2002.

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