

RAMON R. JIMENEZ JR. AND ANNABELLE L. JIMENEZ, PETITIONERS, VS. JUAN JOSE JORDANA, RESPONDENT.

G.R. No. 152526. November 25, 2004

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Oft-repeated is the doctrine that the cause of action in a civil case is determined by the allegations of the complaint, never by those of the defendant's answer. However, ambiguities and lapses in the language of these allegations may be understood or clarified through a recourse to the annexes of the complaint, related pleadings or other submissions of the plaintiff.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, assailing the February 28, 2002 Decision[2] of the Court of Appeals (CA) in CA-GR CV No. 66455. The CA disposed as follows:

"In fine, then, we find and so declare that the [respondent] had a cause of action against the [petitioner spouses] for 'Specific Performance and Damages.' Hence, the [c]ourt a quo committed a reversible error in dismissing the 'Supplement to Amended Complaint' of the [respondent] as against the [petitioner spouses].

"Before we write *finis* to the present recourse, we stress that our resolution of the issue on the nature of the transaction over the property between the [respondent] and x x x Bunye is merely provisional. The final resolution of the issue will have to be rendered by the court a quo after the parties shall have adduced their respective evidence on said issue.

"IN THE LIGHT OF ALL THE FOREGOING, the appeal is GRANTED. The Order of the [c]ourt a quo, dated February 1, 2000, is SET ASIDE. Let the records be remanded to the [c]ourt a quo for further proceedings."[3]

The Facts

The CA narrated the facts as follows:

"Madelienne S. Bunye was the owner of a parcel of residential land, located in Adelfa Street, Ayala Alabang Village, Alabang, Muntinlupa, Metro Manila, covered by Transfer Certificate of Title No. 17133 issued by the Register of Deeds. On December 27, 1993, [Respondent] Juan Jose Jordana wrote a letter to x x x Bunye offering to purchase the said property for the price of P12,300,000.00 payable in cash, on January 31, 1994, and to remit to her, by way of earnest money, the amount of P500,000.00 within five (5) days from his receipt of her acceptance of said offer. On December 28, 1993, x x x Bunye wrote a letter to [respondent] informing the latter that she accepted his offer and requesting him to remit the earnest money within five (5) days from his receipt of said letter. [Respondent] received the letter, on December 29, 1993, and had until January 3, 1994 within which to remit the earnest money. [Respondent] did remit the P500,000.00 earnest money but x x x Bunye refused to receive the money. On January 3, 1994, x x x Bunye wrote a letter to [respondent] confirming her rejection of the earnest money and that she can no longer accept his offer of P12,300,000.00 as

her property was worth much more. She apologized for any inconvenience caused to him. However, she added that she would be willing to sell her property to him for P16,000,000.00.

“Unknown to [respondent], x x x Bunye executed a ‘Special Power of Attorney’ on December 29, 1993, or a day after [she] accepted [his] offer to purchase the property, authorizing Lourdes Cuerva to sell the said property and to execute the appropriate contract therefor. The latter did offer to sell the said property to the [petitioners,] Spouses Ramon R. Jimenez, Jr. and Annabelle L. Jimenez, for the price of P14,350,000.00, and the couple agreed. On August 5, 1994, x x x Bunye, through her attorney-in-fact, Lourdes Cuerva, as Seller, and [petitioner-]spouses x x x as Buyers, executed a ‘Contract to Sell’ over the said property for said price, of which P4,500,000.00 was payable, upon the execution of said deed, and the balance payable on or before March 30, 1995 and with the understanding of the Seller that:

‘2. Upon completion of payment, the SELLER agrees to execute a Deed of Absolute Sale over subject property in favor of the BUYERS free from all liens and encumbrances, and in connection therewith, the SELLER agrees to submit/surrender to the BUYERS all documents and papers evidencing their right of ownership over the property subject of this Contract necessary to formalize BUYERS’ title over the same, and undertake to sign all documents that may be necessary for the purpose.’

“Conformably with the said deed, [petitioner-spouses] remitted to x x x Cuerva, on August 5, 1994, the amount of P4,500,000.00 as downpayment for the property for which x x x Cuerva issued a ‘Receipt.’ To protect their rights over the property, the spouses x x x executed an ‘Affidavit of Adverse Claim’ over the property and had the same annotated, on August 15, 1994, at the dorsal portion of Transfer Certificate of Title [TCT] No. 171333.

“On March 1, 1995, [petitioners] wrote a letter to x x x Cuerva informing her that they will be paying the balance of the purchase price of the property earlier, on March 3, 199[5], at 8:00 o’clock in the morning, x x x.

“On March 7, 1995, [petitioners] received a letter from x x x Cuerva informing [them] that she was no longer the attorney-in-fact of Bunye, who was then in the United States of America and suggested that [petitioners] communicate with her at her address in the United States stated in the letter.

“On March 10, 1995, the Register of Deeds cancelled the ‘Adverse Claim’ of [petitioners] annotated at the dorsal portion of [TCT] No. 171333.

“On March 14, 1995, [petitioners] wrote a letter to Bunye, in the United States of America, informing her that they had already deposited the balance of the purchase price of the property, in her account, with the Asian Bank, Greenbelt Branch, under Savings Account No. 2006-13-00558-4. [They then] requested Bunye to execute the appropriate ‘Deed of Absolute Sale’ over the property in their favor and deliver to them the owner’s duplicate of the title to the property under their names, within five (5) days from her receipt thereof.

“On March 15, 1995, or more than one (1) year from the rejection by Bunye of his proffered earnest money, [Respondent] Jordana filed a complaint against Bunye, with the Regional Trial Court of Makati City, entitled and docketed as ‘Juan Jose Jordana, Plaintiff versus Madeliene S. Bunye, Defendant, Civil Case No. 95-443,’ for ‘Specific Performance and Damages’ praying that, after due proceedings, judgment be rendered in her favor x x x.

[Respondent] alleged, inter alia, in his complaint, that he and x x x Bunye had already entered into a perfected contract over the property but that, despite his demand, she refused to execute a ‘Deed of Absolute Sale’ over the property despite his offer to remit the earnest money and his readiness to pay the balance of the purchase price of the property.

“On March 15, 1995, [respondent] filed a ‘Notice of Lis Pendens’ with the Register of Deeds, for annotation at the dorsal portion of [TCT] No. 171333. However, the Register of Deeds refused claiming that the action of

[respondent] was personal and that no formal deed of sale has been executed between [respondent] and Bunye over the property.

“On the same day, Bunye wrote a letter to [petitioners] informing them that she will be in the Philippines on March 23, 1995. [Bunye] requested the spouses to have the ‘Deed of Absolute Sale’ over the property prepared for her signature when she arrived in Manila.

“On March 17, 1995, [respondent], through counsel, wrote a letter to x x x Bunye in the United States informing her of the filing, by [respondent] of his complaint against her, with the Regional Trial Court, for ‘Specific Performance.’

“In the meantime, on March 19, 1995, [petitioners] wrote a letter to Madeliene S. Bunye suggesting that she execute a ‘Special Power of Attorney’ authorizing Lourdes Cuerva to execute the ‘Deed of Absolute Sale’ over the property in their favor even before her arrival in the Philippines. Bunye agreed to the appointment of an attorney-in-fact, in the person of Ernesto del Rosario.

“When Bunye received the letter of the counsel of [respondent], she wrote a letter to [petitioners], dated March 23, 1995, informing them of the claim of [respondent] in his complaint and that, as soon as she received the ‘Special Power of Attorney’ from the Secretary of the State of Washington, she will return to the Philippines.

“In the meantime, [respondent] filed, on March 24, 1995, in Civil Case No. 95-443, a ‘Very Urgent Ex-Parte Motion,’ praying that an x x x an Order [be] immediately issued directing the Register of Deeds of Makati to immediately annotate the [Notice of] Lis Pendens on TCT No. 171333.’

“The summons and complaint in Civil Case No. 95-443 were served on Bunye through her security guard, Joseph Ytac, on March 23, 1995, as she was still in the United States of America.

“On March 28, 1995, [petitioners] filed, in Civil Case No. 95-443, a ‘Motion for Leave to Intervene’ x x x. “However, [respondent] opposed the motion x x x.

“[Petitioners, on the other hand,] opposed the motion of [respondent] to compel the Register of Deeds to annotate the ‘Notice of Lis Pendens’ at the dorsal portion of [TCT] No. 171333.

“On March 30, 1995, [respondent] executed a ‘Notice of Adverse Claim’ and had the same annotated on March 31, 1995 at the dorsal portion of [TCT] No. 171333.

“On April 5, 1995, [TCT] No. 171333 was cancelled on the basis of the ‘Deed of Absolute Sale’ executed on March 30, 1995 by Bunye, pendente lite, in favor of [petitioners] and, on the same day, the Register of Deeds issued [TCT] No. 200308 over the property to and under the name of the said spouses. The ‘Adverse Claim’ of [respondent] was carried over in said title, x x x, as Entry No. 18053.

“On June 13, 1995, [petitioners] secured a loan from the Urban Bank in the amount of P12,000,000.00 and executed a ‘Real Estate Mortgage’ over the said property, as security therefor which deed was annotated, on June 14, 1995, at the dorsal portion of [TCT] No. 200308.

“On September 12, 1995, [respondent] filed an ‘Amended Complaint’ impleading the [petitioners] as Parties-Defendants x x x.

“[Petitioner] spouses x x x filed a ‘Motion to Dismiss’ the Amended Complaint on the grounds that the Amended Complaint did not state a cause of action against them and [for] laches. [Respondent] filed an ‘Opposition’ to the ‘Motion to Dismiss’ of [the] spouses.

“In the meantime, the Register of Deeds caused the annotation, on October 24, 1995, of the ‘Notice of Lis

Pendens' filed by [respondent] at the dorsal portion of [TCT] No. 200308.

"Before the Court could resolve the 'Motion to Dismiss' of the [petitioners], [respondent] filed a 'Motion for Leave to File Supplement to Amended Complaint,' impleading the Urban Bank, as [p]arty-[d]efendant x x x.

"On February 7, 1996, [respondent] filed his 'Supplement to Amended Complaint' x x x.

"[Petitioners] filed an 'Opposition' to [respondent's] motion. On July 2, 1996, the Court issued an Order granting the motion of [respondent] and admitting [his] 'Supplement to Amended Complaint.' [Petitioners] filed a 'Motion for Reconsideration' of the aforesaid Order of the Court. [Urban] Bank likewise filed a 'Motion to Dismiss' the 'Supplement to Amended Complaint' on the ground that it stated no cause of action against it. [Respondent] filed an 'Opposition' to the 'Motion for Reconsideration' of [petitioners] and the 'Motion to Dismiss' of the x x x bank. On February 1, 2000, the Court issued an Order granting the 'Motion to Dismiss' of [Urban] Bank and the 'Motion for Reconsideration' of [petitioners] on the ground that the 'Amended Complaint' and the 'Supplement to Amended Complaint' did not state causes of action against [them]."[4]

Ruling of the Court of Appeals

The CA ruled that the trial court had erred in dismissing the "Supplement to Amended Complaint." The appellate court held that respondent alleged a sufficient cause of action against petitioners for the recovery of the Adelfa property. The CA said that such action was "real," not personal.

Moreover, the appellate court held that respondent and Bunye had entered into a Contract of Sale -- not a Contract to Sell -- which was perfected by their mere consent thereto. Thus, Bunye was deemed to have relinquished ownership of the property to respondent.

Regarding the double sale of the property, the CA said that the spouses could not have registered the second sale in good faith because they had prior knowledge of respondent's claim. It noted that even the Deed of Absolute Sale in favor of petitioners had been executed during the pendency of the Complaint.

Hence, this Petition.[5]Issues

In their Memorandum, petitioners raise the following issues:

"1.

Has Jordana alleged a sufficient cause of action against the Spouses Jimenez?

"2.

Did Jordana and Bunye execute a contract of sale or a contract to sell the subject property?

"3.

Did Jordana make a valid tender and consignment of payment to Bunye?

"4.

Did the Spouses Jimenez register their title to the subject property in good faith?

"5.

Is Jordana guilty of laches?"[6]

The foregoing questions point to only one main issue: the nature and the sufficiency of respondent's cause of action, if any.

The Court's Ruling

The Petition has no merit.

Main Issue:

Nature and Sufficiency

of Respondent's Cause of Action

The trial court and the CA differed in characterizing the suit of respondent. The RTC opined that he failed to allege against petitioners a cause of action for specific performance. On the other hand, the appellate court held that the action was actually for recovery of real property. Clearly then, the crux of the present controversy is the nature and the sufficiency of respondent's cause of action against petitioner-spouses.

In resolving this issue, we shall begin with some basic rules and guiding principles regarding cause of action, dismissal of suit, and the law on sales.

Cause of Action

Cause of action is defined as "the act or omission by which a party violates a right of another."^[7] It has the following elements: 1) the legal right of the plaintiff; 2) the correlative obligation of the defendant to respect that legal right; and 3) an act or omission of the defendant that violates such right.^[8]

The nature of an action is determined by the material averments in the complaint and the character of the relief sought,^[9] not by the defenses asserted in the answer or motion to dismiss.^[10] Thus, the complaint must contain a concise statement of the ultimate or essential facts^[11] constituting the plaintiff's cause of action.^[12]

In a motion to dismiss, a defendant hypothetically admits the truth of the material allegations of the plaintiff's complaint. This hypothetical admission extends to the relevant and material facts pleaded in, and the inferences fairly deducible from, the complaint.^[13] Hence, to determine whether the sufficiency of the facts alleged in the complaint constitutes a cause of action, the test is as follows: admitting the truth of the facts alleged, can the court render a valid judgment in accordance with the prayer?^[14]

To sustain a motion to dismiss, the movant needs to show that the plaintiff's claim for relief does not exist at all. On the contrary, the complaint is sufficient "if it contains sufficient notice of the cause of action even though the allegations may be vague or indefinite, in which event, the proper recourse would be, not a motion to dismiss, but a motion for a bill of particulars."^[15]

Generally, the court takes into account only the material allegations of the complaint, without considering extraneous facts and circumstances. In some cases, however, the court may also consider -- in addition to the complaint -- annexes or documents appended to it, other pleadings of the plaintiff, or admissions in the record.^[16] It must then bear in mind that the facts proving the existence of a cause of action do not have to be established or alleged by the complaint and/or the other pleadings at the outset but, under exceptional circumstances, even during the trial on the merits of the case.^[17]

Contracts of Sale

The elements of a valid contract of sale under Article 1458 of the Civil Code are the following: (1) the parties' consent or meeting of minds, (2) a determinate subject matter, and (3) a price certain in money or its equivalent. Being consensual, a contract of sale is perfected upon the meeting of the minds of the buyer and the seller as to the object of the sale and the cause or consideration.^[18] From that moment on, the parties may reciprocally demand performance; that is, the vendee may compel the transfer of the ownership of the object of the sale, and the vendor may require the vendee to pay the price of the thing sold.

We shall now apply the foregoing discussion to the issues at hand.

In the present case, the cause of action of respondent against petitioners was premised on the material averments in the Complaint as follows:

- He offered to buy,[19] and Bunye agreed to sell[20] to him, the Adelfa property for P12,300,000.
- As agreed, he tendered to her the sum of P500,000 on January 3, 1994, but she refused to accept it.[21]
- She informed him by letter, which he received on January 4, 1994, that she could no longer accept the offer of P12,300,000, but that she was willing to sell it for P16,000,000; thus, she was declining to receive the P500,000 earnest money he had sent.[22]
- There was a perfected contract of sale, which Bunye breached by her unreasonable refusal to complete the sale.[23]
- She unreasonably refused to heed his demand for compliance with the contract, which she “should be compelled to specifically perform.”[24]
- On or about March 30, 1995, she sold the same property to petitioners, pursuant to which TCT No. 171333 was cancelled and TCT No. 200308 issued to the latter on April 3, 1995.[25]
- “Bunye and [the] Jimenezes should be compelled to execute a contract or deed of sale over the subject property in [his] favor x x x which complies with the requirements of Article 1358 of the Civil Code”[26] that a contract involving real rights over immovable property must appear in a public document.[27]
- As a result of Bunye’s and the spouses’ “unreasonable breach and circumvention of the contract,” he suffered actual damages.[28]
- Having acted in a “wanton, fraudulent, reckless, oppressive, or malevolent manner,” Bunye and petitioners should be ordered to pay exemplary damages.[29]
- Their acts or omissions have compelled him to litigate, for which they must be ordered to reimburse attorney’s fees and litigation expenses.[30]

Specifically, respondent expressly prayed for a judgment ordering Bunye and petitioners “to immediately and specifically perform on the contract to sell the subject property to [him] for P12,300,000.00;”[31] “to execute a contract or deed of sale in [his] favor x x x over the subject property;”[32] and to pay him actual and exemplary damages plus attorney’s fees and litigation expenses.[33]

What appears from all these contentions is that the action rests upon the basic hypothesis that, prior to the second sale and delivery to petitioners, there was already a perfected sale of the Adelfa property to respondent. Hence, Bunye was duty-bound to execute a deed of sale; and petitioners, to reconvey the property to him. From this hypothesis sprang the CA’s conclusion that the suit against petitioners was for recovery of property.

We agree with the appellate court. Indeed, what respondent instituted against petitioners was a real action for the recovery of property. It has been held that where a party makes a claim contrary to ownership, and the relief prayed for cannot be granted without the court deciding on who has a better right to the property, the suit is a real action.[34]

The correctness of the ruling as to the nature of the case, however, answers only half of the issue. The other half is whether respondent has alleged a sufficient cause of action for recovery of property against petitioners. Like the CA, we find that he indeed has. There are at least three reasons for this conclusion.

First, it is readily apparent that respondent has stated a demandable right over the subject property. Assaying the

allegations of the Supplement to Amended Complaint -- allegations that were hypothetically admitted to be correct for the purpose of the Motion to Dismiss -- he averred that through an exchange of letters,[35] a definite offer and an unqualified acceptance as to the object of the sale and the cause or consideration therefor transpired between him and Bunye. Upon these allegations, a contract of sale was deemed perfected as of December 29, 1993, the day he received Bunye's letter of unqualified acceptance.[36] From that moment, respondent acquired the legal right to compel the transfer of ownership of the property to him.

Second, respondent has the right to compel petitioners to respect, not violate, his rights as a prior buyer. His reference to the second sale to petitioners -- in paragraphs 8 and 10 of the Supplement to Amended Complaint, in which he had alleged that they did not have any "rightful or valid title to the subject property"[37] -- was only for the purpose of underscoring that fact.

Third, despite the discrepancies and the linguistic lapses in the material averments of the Supplement, the acts and/or the omissions that violated respondent's rights are fairly discernible from the records and the pleadings of the plaintiff. They more than compensate for such shortcomings.

By intervening[38] in Civil Case No. 95-443, petitioners made of record -- long before the Amended Complaint[39] and the Supplement to Amended Complaint[40] -- the essential factual allegation that they had actual notice and knowledge of the claim of respondent against Bunye; but that, just the same, they proceeded to purchase the subject property. Also, upon such intervention, the faxed messages between them and Bunye regarding respondent's Complaint were inscribed in the record of the case.

Likewise, the Oppositions[41] of respondent to the Motion for Leave to Intervene and Motion to Dismiss filed by petitioners are heavy with allegations of the latter's actual notice and knowledge of the previous sale. He averred thus:

"4. In fact, Intervenors were officially notified on March 24, 1995 about plaintiff's earlier contract with Madeliene E. Bunye on December 29, 1993 to purchase the same property. The seller's refusal to honor the contract was highlighted in said letter which prompted [respondent] to file this suit to enforce his contract against [Bunye], docketed as Civil Case No. 94-443.

"5. Earlier on March 15, 1995, a Notice of Lis Pendens was filed by plaintiff before the Register of Deeds, Makati, Metro Manila informing the Honorable Office of the pendency of a case docketed as Civil Case No. 94-443 involving the property covered by TCT No. 17133.

"6. Based on these factual setting, it would readily reveal that Intervenors are no longer buyers in good faith and as such has no interest whatsoever against both [respondent] and [Bunye] much more on the property in question covered by TCT No. 171333 x x x."[42]

Clearly then, he has successfully shown their knowledge of his claim prior to the actual sale of the property on March 30, 1995, before the registration of the property in their names on April 3, 1995. In *Voluntad v. Spouses Dizon*,[43] we explained as follows:

"x x x. It is a settled rule that a purchaser of real estate with knowledge of any defect or lack of title of the vendor cannot claim that he has acquired title thereto in good faith as against the true owner of the land or interest therein. The same rule applies to one with knowledge of facts which should have put him on inquiry and investigation as might be necessary to acquaint him with the defects in the title of his vendor. If circumstances exist that require a prudent man to investigate and he does not, he is deemed to have acted in mala fide. A party's mere refusal to believe that a defect exists or his willful closing of his eyes to the possibility of the existence of a defect in his vendor's title will not make him an innocent purchaser for value if it afterwards develops that the title was in fact defective. x x x."[44]

Taken together, the allegations in the Complaint, the pleadings of the plaintiff and the record of the case sufficiently support a cause of action for recovery of property against petitioners. It is generally accepted that when property belonging to a person is unlawfully or fraudulently taken by another, the former has the right of action against the latter for the recovery of the property.[45]

Respondent himself recognizes that his causes of action against Bunye and petitioners, which are subject to joinder under Section 5 of Rule 2[46] of the Rules of Court, are entirely different. Notably, he stated in his Opposition[47] to Urban Bank's Motion to Dismiss that his case was "one for specific performance by Bunye and reconveyance by the Jimenezes." Certainly, as he seeks the consummation of the Contract of Sale by Bunye, so also must he ensure the recovery of the property, which was allegedly wrongfully registered in petitioners' name.

His averments as to Bunye are inclined to support the conclusion that there was a breach of contract. Such breach gives rise to a cause of action for specific performance, the remedy he has chosen as against rescission.[48] To this effect, he contends that Bunye must be compelled to complete the sale, to execute the Deed of Sale in accordance with the requirements of Article 1358 of the Civil Code, and to pay him actual damages for the breach and the circumvention of the contract. Article 1475 of the Civil Code gives the parties to a perfected contract of sale the right to reciprocally demand performance and to observe a particular form, if warranted.

On the other hand, respondent is not suing petitioners for contractual breach but for a recovery of property. It is not relevant, therefore, even to argue that the parties have no privity of contract. We stress that participation in a contract is not necessarily an element that determines the existence of a cause of action.[49]

Having decided that the CA correctly ruled that respondent had a cause of action against petitioners, we deem it no longer necessary to take up the other issues. These questions deal with evidentiary facts that need to be finally resolved by the trial court after trial on the merits.

The Court must, however, emphasize the provisional nature of any ruling herein on the nature of the contract between respondent and Bunye, as we have premised such ruling only on the hypothetical admissions of petitioners' averments. Additionally, in determining that a cause of action exists against petitioners, the Court has necessarily inquired only into the sufficiency, not the veracity, of the material allegations.[50] The truth of those allegations, as well as petitioners' defenses, can be determined only after the parties have adduced their respective sets of evidence.

WHEREFORE, the Petition is DENIED and the assailed Decision AFFIRMED. Costs against petitioners.

SO ORDERED.

Sandoval-Gutierrez, Carpio Morales, and Garcia, JJ., concur.
Corona, J., on leave.

[1] Rollo, pp. 8-32.

[2] Id., pp. 34-59. Penned by Justice Romeo J. Callejo Sr. (Eleventh Division chairman and now a member of this Court), with the concurrence of Justices Remedios Salazar-Fernando and Perlita J. Tria Tirona (members).

[3] CA Decision, pp. 25-26; rollo, pp. 58-59.

[4] CA Decision, pp. 1-9; rollo, pp. 34-42.

[5] The Petition was deemed submitted for decision on July 9, 2003, upon the Court's receipt of petitioners'

Memorandum signed by Atty. Maria Katrina Bote-Veguillas of Padilla Jimenez Kintanar & Asuncion Law Offices. Respondent's Memorandum, on the other hand, which was signed by Atty. Ruscius G. Zaragoza, was received on April 2, 2003.

[6] Petitioners' Memorandum, p. 6; rollo, p. 256.

[7] §2 of Rule 2 of the Rules of Court. See also *Westmont Bank v. Ong*, 425 Phil. 834, 843, January 30, 2002.

[8] *Ceroferr Realty Corporation v. CA*, 426 Phil. 522, 528, February 5, 2002; *Relucio v. Lopez*, 424 Phil. 617, 623, January 16, 2002; *Sta. Clara Homeowners' Association v. Gaston*, 425 Phil. 221, 240, January 23, 2000.

[9] *Sarming v. Dy*, 432 Phil. 685, 697, June 6, 2002; *Sarne v. Maquiling*, 431 Phil. 675, 685, May 9, 2002; *Aleamar's (Sibal & Sons), Inc. v. CA*, 350 SCRA 333, 339, January 26, 2001; *Saura v. Saura Jr.*, 313 SCRA 465, 472, September 1, 1999; *Salva v. CA*, 364 Phil. 281, 303, March 11, 1999; *Unilongo v. CA*, 365 Phil. 105, 114, April 5, 1999; *Abrin v. Campos*, 203 SCRA 420, 423, November 12, 1991.

[10] *Gochan v. Young*, 354 SCRA 207, 211 & 216, March 12, 2001; *Saura v. Saura Jr.*, supra; *Spouses Abrin v. Campos*, 420 SCRA 420, 423, November 12, 1991.

[11] A fact is considered essential if it cannot be stricken out without leaving the statement of the cause of action inadequate. See *Uy v. Evangelista*, 413 Phil. 405, 415, July 11, 2003 (citing *Vda. De Daffon v. CA*, 436 Phil. 233, 240, August 20, 2002).

[12] *Vda. de Daffon v. CA*, supra.

[13] *Id.*, p. 39; *Drilon v. CA*, 357 SCRA 12, 22, April 20, 2001; *Fil-Estate Golf and Development, Inc. v. CA*, 333 Phil. 465, 490, December 16, 1996.

[14] *Pabalan v. Santarin*, 393 SCRA 203, 209, November 17, 2002; *Heirs of Ambrosio Kionisala v. Heirs of Honorio Dacut*, 378 SCRA 206, 249, February 27, 2002; *Fil-Estate Golf and Development, Inc. v. CA*, supra.

[15] *Ramos v. Condez*, 127 Phil. 601, 606, August 30, 1967, per Angeles, J.

[16] *Alberto v. CA*, 390 Phil. 253, 264-265, June 30, 2000; *City of Cebu v. CA*, 327 Phil. 799, 807-808, July 5, 1996; *Marcopper Mining Corporation v. Garcia*, 227 Phil. 166, 176, July 30, 1986.

[17] *Alberto v. CA*, supra, p. 263 (citing *Parañaque Kings Enterprises, Inc. v. CA*, 335 Phil. 1184, 1195, February 26, 1997).

[18] Article 1475 of the Civil Code.

[19] Par. 3, Supplement to Amended Complaint; rollo, p. 296. Respondent's offer to buy was made on December 27, 1993.

[20] Par. 4, *ibid.*

[21] Par. 5, *ibid.*

[22] Par. 5.1, *ibid.*

[23] Par. 6, *id.*, pp. 296-297.

[24] Par. 7, *id.*, p. 297.

[25] Par. 8, *ibid.*

[26] Par. 9, *ibid.*

[27] Par. 9.1, *ibid.*

[28] Par. 11, *id.*, p. 298.

[29] Par. 12, *ibid.*

[30] Par. 13, *ibid.*

[31] Par. (a) of Prayer, *ibid.*

[32] Par. (b), *id.*, p. 299.

[33] Paragraphs (c), (d) and (e) of the Prayer, *ibid.*

[34] *Gumabon v. Larin*, 422 Phil. 222, 228, November 27, 2001; *Espeneli v. Santiago*, 107 Phil. 830, 833, April 28, 1960.

[35] Annexes “B” and “C” of the Supplement to Amended Complaint.

[36] Under the second paragraph of Article 1319 of the Civil Code, “acceptance by letter or telegram does not bind the offeror except from the time it came to his knowledge.”

[37] Supplement to Amended Complaint, p. 4; rollo, p. 298; records, p. 240.

[38] Petitioners’ Motion for Leave to Intervene was filed before the RTC on March 28, 1995; records, pp. 32-36.

[39] This was filed on September 12, 1995; *id.*, pp. 169-173.

[40] The Supplement dated January 22, 1996 was filed by respondent on February 7, 1996; *id.*, pp. 237-242.

[41] *Id.*, pp. 86-88 and pp. 224-229, respectively.

[42] *Id.*, pp. 86-87.

[43] 372 Phil. 82, 91, August 26, 1999.

[44] *Ibid.*, per Bellosillo, J.

[45] *Heirs of Seraspi v. CA*, 387 Phil. 306, 314, April 28, 2000.

[46] §5 of Rule 2 of the Rules of Court provides:

“SEC. 5. Joinder of causes of action. – A party may in one pleading assert, in the alternative or otherwise, as many causes of action as he may have against an opposing party, subject to the following conditions:

(a) The party joining the causes of action shall comply with the rules on joinder of parties;

(b) The joinder shall not include special civil actions or actions governed by special rules;

(c) Where the causes of action are between the same parties but pertain to different venues or jurisdictions, the joinder may be allowed in the Regional Trial Court provided one of the causes of action falls within the jurisdiction of said court and the venue lies therein; and

(d) Where the claims in all the causes of action are principally for recovery of money, the aggregate amount claimed shall be the test of jurisdiction.”

[47] Par. 4.1 thereof; records, p. 330.

[48] Under Article 1191 of the Civil Code, “[t]he injured party may choose between the fulfillment and rescission of the obligation, with the payment of damages in either case. x x x.”

[49] Sarming v. Dy, *supra*.

[50] Dabuco v. CA, 379 Phil. 939, 949, January 20, 2000.

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