

**LILY ELIZABETH BRAVO-GUERRERO, BEN MAURICIO P. BRAVO,
ROLAND P. BRAVO, JR., OFELIA BRAVO-QUIESTAS, HEIRS OF
CORPUSINIA BRAVO-NIOR NAMELY: GERSON U. NIOR, MARK GERRY
B. NIOR, CLI...**

G.R. No. 152658. July 29, 2005

Ponente: CARPIO, J.

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CARPIO, J.:

The Case

Before the Court is a petition for review[2] assailing the Decision[3] of 21 December 2001 of the Court of Appeals in CA-G.R. CV No. 67794. The Court of Appeals reversed the Decision[4] of 11 May 2000 of the Regional Trial Court of Makati, Branch No. 139, in Civil Case No. 97-1379 denying respondents' prayer to partition the subject properties.

Antecedent Facts

Spouses Mauricio Bravo ("Mauricio") and Simona[5] Andaya Bravo ("Simona") owned two parcels of land ("Properties") measuring 287 and 291 square meters and located along Evangelista Street, Makati City, Metro Manila. The Properties are registered under TCT Nos. 58999 and 59000 issued by the Register of Deeds of Rizal on 23 May 1958. The Properties contain a large residential dwelling, a smaller house and other improvements.

Mauricio and Simona had three children - Roland, Cesar and Lily, all surnamed Bravo. Cesar died without issue. Lily Bravo married David Diaz, and had a son, David B. Diaz, Jr. ("David Jr."). Roland had six children, namely, Lily Elizabeth Bravo-Guerrero ("Elizabeth"), Edward Bravo ("Edward"), Roland Bravo, Jr. ("Roland Jr."), Senia Bravo, Benjamin Mauricio Bravo, and their half-sister, Ofelia Bravo ("Ofelia").

Simona executed a General Power of Attorney ("GPA") on 17 June 1966 appointing Mauricio as her attorney-in-fact. In the GPA, Simona authorized Mauricio to "mortgage or otherwise hypothecate, sell, assign and dispose of any and all of my property, real, personal or mixed, of any kind whatsoever and wheresoever situated, or any interest therein xxx." [6] Mauricio subsequently mortgaged the Properties to the Philippine National Bank (PNB) and Development Bank of the Philippines (DBP) for P10,000 and P5,000, respectively. [7]

On 25 October 1970, Mauricio executed a Deed of Sale with Assumption of Real Estate Mortgage ("Deed of Sale") conveying the Properties to "Roland A. Bravo, Ofelia A. Bravo and Elizabeth Bravo" [8] ("vendees"). The sale was conditioned on the payment of P1,000 and on the assumption by the vendees of the PNB and DBP mortgages over the Properties.

As certified by the Clerk of Court of the Regional Trial Court of Manila, the Deed of Sale was notarized by Atty. Victorio Q. Guzman on 28 October 1970 and entered in his Notarial Register. [9] However, the Deed of Sale was not annotated on TCT Nos. 58999 and 59000. Neither was it presented to PNB and DBP. The mortgage loans and

the receipts for loan payments issued by PNB and DBP continued to be in Mauricio's name even after his death on 20 November 1973. Simona died in 1977.

On 23 June 1997, Edward, represented by his wife, Fatima Bravo, filed an action for the judicial partition of the Properties. Edward claimed that he and the other grandchildren of Mauricio and Simona are co-owners of the Properties by succession. Despite this, petitioners refused to share with him the possession and rental income of the Properties. Edward later amended his complaint to include a prayer to annul the Deed of Sale, which he claimed was merely simulated to prejudice the other heirs.

In 1999, David Jr., whose parents died in 1944 and who was subsequently raised by Simona, moved to intervene in the case. David Jr. filed a complaint-in-intervention impugning the validity of the Deed of Sale and praying for the partition of the Properties among the surviving heirs of Mauricio and Simona. The trial court allowed the intervention in its Order dated 5 May 1999.[10]

The Ruling of the Trial Court

The trial court upheld Mauricio's sale of the Properties to the vendees. The trial court ruled that the sale did not prejudice the compulsory heirs, as the Properties were conveyed for valuable consideration. The trial court also noted that the Deed of Sale was duly notarized and was in existence for many years without question about its validity.

The dispositive portion of the trial court's Decision of 11 May 2000 reads:

WHEREFORE, premises considered, the Court hereby DENIES the JUDICIAL PARTITION of the properties covered by TCT Nos. 58999 and 59000 registered with the Office of the Register of Deeds of Rizal.

SO ORDERED.[11]

Dissatisfied, Edward and David Jr. ("respondents") filed a joint appeal to the Court of Appeals.

The Ruling of the Court of Appeals

Citing Article 166 of the Civil Code ("Article 166"), the Court of Appeals declared the Deed of Sale void for lack of Simona's consent. The appellate court held that the GPA executed by Simona in 1966 was not sufficient to authorize Mauricio to sell the Properties because Article 1878 of the Civil Code ("Article 1878") requires a special power of attorney for such transactions. The appellate court reasoned that the GPA was executed merely to enable Mauricio to mortgage the Properties, not to sell them.

The Court of Appeals also found that there was insufficient proof that the vendees made the mortgage payments on the Properties, since the PNB and DBP receipts were issued in Mauricio's name. The appellate court opined that the rental income of the Properties, which the vendees never shared with respondents, was sufficient to cover the mortgage payments to PNB and DBP.

The Court of Appeals declared the Deed of Sale void and ordered the partition of the Properties in its Decision of 21 December 2001 ("CA Decision"), as follows:

WHEREFORE, the decision of the Regional Trial Court of Makati City, Metro-Manila, Branch 139 dated 11 May 2000[,] review of which is sought in these proceedings[,] is REVERSED.

- The Deed of Sale with Assumption of Real Estate Mortgage (Exh. 4) dated 28 October 1970 is hereby declared null and void;

- Judicial Partition on the questioned properties is hereby GRANTED in the following manner:

- In representation of his deceased mother, LILY BRAVO-DIAZ, intervenor DAVID DIAZ, JR., is entitled to one-half (1/2) interest of the subject properties;
- Plaintiff-appellant EDWARD BRAVO and the rest of the five siblings, namely: LILY ELIZABETH, EDWARD, ROLAND, JR., SENIA, BENJAMIN and OFELIA are entitled to one-sixth (1/6) representing the other half portion of the subject properties;
- Plaintiff-appellant Edward Bravo, intervenor DAVID DIAZ, JR., SENIA and BENJAMIN shall reimburse the defendant-appellees LILY ELIZABETH, OFELIA and ROLAND the sum of One Thousand (P1,000.00) PESOS representing the consideration paid on the questioned deed of sale with assumption of mortgage with interest of six (6) percent per annum effective 28 October 1970 until fully paid.

SO ORDERED.[12]

The Issues

Petitioners seek a reversal of the Decision of the Court of Appeals, raising these issues:

- WHETHER THE COURT OF APPEALS ERRED IN NOT UPHOLDING THE VALIDITY AND ENFORCEMENT OF THE DEED OF SALE WITH ASSUMPTION OF MORTGAGE.
- WHETHER THE COURT OF APPEALS ERRED IN ORDERING THE PARTITION OF THE PROPERTY IN QUESTION.[13]

At the least, petitioners argue that the subject sale is valid as to Mauricio's share in the Properties.

On the other hand, respondents maintain that they are co-owners of the Properties by succession. Respondents argue that the sale of the conjugal Properties is void because: (1) Mauricio executed the Deed of Sale without Simona's consent; and (2) the sale was merely simulated, as shown by the grossly inadequate consideration Mauricio received for the Properties.

While this case was pending, Leonida Andaya Lolong ("Leonida"), David Jr.'s aunt, and Atty. Cendaña, respondents' counsel, informed the Court that David Jr. died on 14 September 2004. Afterwards, Leonida and Elizabeth wrote separate letters asking for the resolution of this case. Atty. Cendaña later filed an urgent motion to annotate attorney's lien on TCT Nos. 58999 and 59000. In its Resolution dated 10 November 2004,[14] the Court noted the notice of David Jr.'s death, the letters written by Leonida and Elizabeth, and granted the motion to annotate attorney's lien on TCT Nos. 58999 and 59000.

The Ruling of the Court

The petition is partly meritorious.

The questions of whether Simona consented to the Deed of Sale and whether the subject sale was simulated are factual in nature. The rule is factual findings of the Court of Appeals are binding on this Court. However, there are exceptions, such as when the factual findings of the Court of Appeals and the trial court are contradictory, or when the evidence on record does not support the factual findings.[15] Because these exceptions obtain in the present case, the Court will consider these issues.

On the Requirement of the Wife's Consent

We hold that the Court of Appeals erred when it declared the Deed of Sale void based on Article 166, which states:

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.

This article shall not apply to property acquired by the conjugal partnerships before the effective date of this Code.

Article 166 expressly applies only to properties acquired by the conjugal partnership after the effectivity of the Civil Code of the Philippines ("Civil Code"). The Civil Code came into force on 30 August 1950.[16] Although there is no dispute that the Properties were conjugal properties of Mauricio and Simona, the records do not show, and the parties did not stipulate, when the Properties were acquired.[17] Under Article 1413 of the old Spanish Civil Code, the husband could alienate conjugal partnership property for valuable consideration without the wife's consent.[18]

Even under the present Civil Code, however, the Deed of Sale is not void. It is well-settled that contracts alienating conjugal real property without the wife's consent are merely voidable under the Civil Code - that is, binding on the parties unless annulled by a competent court - and not void ab initio.[19]

Article 166 must be read in conjunction with Article 173 of the Civil Code ("Article 173"). The latter prescribes certain conditions before a sale of conjugal property can be annulled for lack of the wife's consent, as follows:

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. (Emphasis supplied)

Under the Civil Code, only the wife can ask to annul a contract that disposes of conjugal real property without her consent. The wife must file the action for annulment during the marriage and within ten years from the questioned transaction. Article 173 is explicit on the remedies available if the wife fails to exercise this right within the specified period. In such case, the wife or her heirs can only demand the value of the property provided they prove that the husband fraudulently alienated the property. Fraud is never presumed, but must be established by clear and convincing evidence.[20]

Respondents' action to annul the Deed of Sale based on Article 166 must fail for having been filed out of time. The marriage of Mauricio and Simona was dissolved when Mauricio died in 1973. More than ten years have passed since the execution of the Deed of Sale.

Further, respondents, who are Simona's heirs, are not the parties who can invoke Article 166. Article 173 reserves that remedy to the wife alone. Only Simona had the right to have the sale of the Properties annulled on the ground that Mauricio sold the Properties without her consent.

Simona, however, did not assail the Deed of Sale during her marriage or even after Mauricio's death. The records are bereft of any indication that Simona questioned the sale of the Properties at any time. Simona did not even attempt to take possession of or reside on the Properties after Mauricio's death. David Jr., who was raised by Simona, testified that he and Simona continued to live in Pasay City after Mauricio's death, while her children and other grandchildren resided on the Properties.[21]

We also agree with the trial court that Simona authorized Mauricio to dispose of the Properties when she executed the GPA. True, Article 1878 requires a special power of attorney for an agent to execute a contract that transfers the ownership of an immovable. However, the Court has clarified that Article 1878 refers to the nature of the authorization, not to its form.[22] Even if a document is titled as a general power of attorney, the requirement of a

special power of attorney is met if there is a clear mandate from the principal specifically authorizing the performance of the act.[23]

In *Veloso v. Court of Appeals*,[24] the Court explained that a general power of attorney could contain a special power to sell that satisfies the requirement of Article 1878, thus:

An examination of the records showed that the assailed power of attorney was valid and regular on its face. It was notarized and as such, it carries the evidentiary weight conferred upon it with respect to its due execution. While it is true that it was denominated as a general power of attorney, a perusal thereof revealed that it stated an authority to sell, to wit:

"2. To buy or sell, hire or lease, mortgage or otherwise hypothecate lands, tenements and hereditaments or other forms of real property, more specifically TCT No. 49138, upon such terms and conditions and under such covenants as my said attorney shall deem fit and proper."

Thus, there was no need to execute a separate and special power of attorney since the general power of attorney had expressly authorized the agent or attorney in fact the power to sell the subject property. The special power of attorney can be included in the general power when it is specified therein the act or transaction for which the special power is required. (Emphasis supplied)

In this case, Simona expressly authorized Mauricio in the GPA to "sell, assign and dispose of any and all of my property, real, personal or mixed, of any kind whatsoever and wheresoever situated, or any interest therein xxx" as well as to "act as my general representative and agent, with full authority to buy, sell, negotiate and contract for me and in my behalf." [25] Taken together, these provisions constitute a clear and specific mandate to Mauricio to sell the Properties. Even if it is called a "general power of attorney," the specific provisions in the GPA are sufficient for the purposes of Article 1878. These provisions in the GPA likewise indicate that Simona consented to the sale of the Properties.

Whether the Sale of the Properties was Simulated or is Void for Gross Inadequacy of Price

We point out that the law on legitime does not bar the disposition of property for valuable consideration to descendants or compulsory heirs. In a sale, cash of equivalent value replaces the property taken from the estate.[26] There is no diminution of the estate but merely a substitution in values. Donations and other dispositions by gratuitous title, on the other hand, must be included in the computation of legitimes.[27]

Respondents, however, contend that the sale of the Properties was merely simulated. As proof, respondents point to the consideration of P1,000 in the Deed of Sale, which respondents claim is grossly inadequate compared to the actual value of the Properties.

Simulation of contract and gross inadequacy of price are distinct legal concepts, with different effects. When the parties to an alleged contract do not really intend to be bound by it, the contract is simulated and void.[28] A simulated or fictitious contract has no legal effect whatsoever[29] because there is no real agreement between the parties.

In contrast, a contract with inadequate consideration may nevertheless embody a true agreement between the parties. A contract of sale is a consensual contract, which becomes valid and binding upon the meeting of minds of the parties on the price and the object of the sale.[30] The concept of a simulated sale is thus incompatible with inadequacy of price. When the parties agree on a price as the actual consideration, the sale is not simulated despite the inadequacy of the price.[31]

Gross inadequacy of price by itself will not result in a void contract. Gross inadequacy of price does not even affect the validity of a contract of sale, unless it signifies a defect in the consent or that the parties actually

intended a donation or some other contract.[32] Inadequacy of cause will not invalidate a contract unless there has been fraud, mistake or undue influence.[33] In this case, respondents have not proved any of the instances that would invalidate the Deed of Sale.

Respondents even failed to establish that the consideration paid by the vendees for the Properties was grossly inadequate. As the trial court pointed out, the Deed of Sale stipulates that, in addition to the payment of P1,000, the vendees should assume the mortgage loans from PNB and DBP. The consideration for the sale of the Properties was thus P1,000 in cash and the assumption of the P15,000 mortgage.

Respondents argue that P16,000 is still far below the actual value of the Properties. To bolster their claim, respondents presented the following: (1) Tax Declarations No. A-001-00905[34] and A-001-00906[35] for the year 1979, which placed the assessed value of the Properties at P70,020 and their approximate market value at P244,290; and (2) a certified copy of the Department of Finance's Department Order No. 62-97[36] dated 6 June 1997 and attached guidelines[37] which established the zonal value of the properties along Evangelista Street at P15,000 per square meter.

The subject Deed of Sale, however, was executed in 1970. The valuation of the Properties in 1979 or 1997 is of little relevance to the issue of whether P16,000 was a grossly inadequate price to pay for the Properties in 1970. Certainly, there is nothing surprising in the sharp increase in the value of the Properties nine or twenty-seven years after the sale, particularly when we consider that the Properties are located in the City of Makati.

More pertinent are Tax Declarations No. 15812[38] and No. 15813,[39] both issued in 1967, presented by petitioners. These tax declarations placed the assessed value of both Properties at P16,160. Compared to this, the price of P16,000 cannot be considered grossly inadequate, much less so shocking to the conscience[40] as to justify the setting aside of the Deed of Sale.

Respondents next contend that the vendees did not make the mortgage payments on the Properties. Respondents allege that the rents paid by the tenants leasing portions of the Properties were sufficient to cover the mortgage payments to DBP and PNB.

Again, this argument does not help respondents' cause. Assuming that the vendees failed to pay the full price stated in the Deed of Sale, such partial failure would not render the sale void. In *Buenaventura v. Court of Appeals*,[41] the Court held:

xxx If there is a meeting of the minds of the parties as to the price, the contract of sale is valid, despite the manner of payment, or even the breach of that manner of payment. xxx

It is not the act of payment of price that determines the validity of a contract of sale. Payment of the price has nothing to do with the perfection of the contract. Payment of the price goes into the performance of the contract. Failure to pay the consideration is different from lack of consideration. The former results in a right to demand the fulfillment or cancellation of the obligation under an existing valid contract while the latter prevents the existence of a valid contract. (Emphasis supplied.)

Neither was it shown that the rentals from tenants were sufficient to cover the mortgage payments. The parties to this case stipulated to only one tenant, a certain Federico M. Puno, who supposedly leased a room on the Properties for P300 per month from 1992 to 1994.[42] This is hardly significant, when we consider that the mortgage was fully paid by 1974. Indeed, the fact that the Properties were mortgaged to DBP and PNB indicates that the conjugal partnership, or at least Mauricio, was short of funds.

Petitioners point out that they were duly employed and had the financial capacity to buy the Properties in 1970. Respondents did not refute this. Petitioners presented 72 receipts[43] showing the mortgage payments made to

PNB and DBP, and the Release of the Real Estate Mortgage[44] ("Mortgage Release") dated 5 April 1974. True, these documents all bear Mauricio's name. However, this tends to support, rather than detract from, petitioner-vendees' explanation that they initially gave the mortgage payments directly to Mauricio, and then later directly to the banks, without formally advising the bank of the sale. The last 3 mortgage receipts and the Mortgage Release were all issued in Mauricio's name even after his death in 1970. Obviously, Mauricio could not have secured the Mortgage Release and made these last payments.

Presumption of Regularity and Burden of Proof

The Deed of Sale was notarized and, as certified by the Regional Trial Court of Manila, entered in the notarial books submitted to that court. As a document acknowledged before a notary public, the Deed of Sale enjoys the presumption of regularity[45] and due execution.[46] Absent evidence that is clear, convincing and more than merely preponderant, the presumption must be upheld.[47]

Respondents' evidence in this case is not even preponderant. Respondents' allegations, testimony and bare denials cannot prevail over the documentary evidence presented by petitioners. These documents - the Deed of Sale and the GPA which are both notarized, the receipts, the Mortgage Release and the 1967 tax declarations over the Properties - support petitioners' account of the sale.

As the parties challenging the regularity of the Deed of Sale and alleging its simulation, respondents had the burden of proving these charges.[48] Respondents failed to discharge this burden. Consequentially, the Deed of Sale stands.

On the Partition of the Property

Nevertheless, this Court finds it proper to grant the partition of the Properties, subject to modification.

Petitioners have consistently claimed that their father is one of the vendees who bought the Properties. Vendees Elizabeth and Ofelia both testified that the "Roland A. Bravo" in the Deed of Sale is their father,[49] although their brother, Roland Bravo, Jr., made some of the mortgage payments. Petitioners' counsel, Atty. Paggao, made the same clarification before the trial court.[50]

As Roland Bravo, Sr. is also the father of respondent Edward Bravo, Edward is thus a compulsory heir of Roland Bravo, and entitled to a share, along with his brothers and sisters, in his father's portion of the Properties. In short, Edward and petitioners are co-owners of the Properties.

As such, Edward can rightfully ask for the partition of the Properties. Any co-owner may demand at any time the partition of the common property unless a co-owner has repudiated the co-ownership.[51] This action for partition does not prescribe and is not subject to laches.[52]

WHEREFORE, we REVERSE the Decision of 21 December 2001 of the Court of Appeals in CA-G.R. CV No. 67794. We REINSTATE the Decision of 11 May 2000 of the Regional Trial Court of Makati, Branch No. 139, in Civil Case No. 97-137, declaring VALID the Deed of Sale with Assumption of Mortgage dated 28 October 1970, with the following MODIFICATIONS:

- We GRANT judicial partition of the subject Properties in the following manner:
- Petitioner LILY ELIZABETH BRAVO-GUERRERO is entitled to one-third (1/3) of the Properties;
- Petitioner OFELIA BRAVO-QUIESTAS is entitled to one-third (1/3) of the Properties; and
- The remaining one-third (1/3) portion of the Properties should be divided equally between the children of ROLAND BRAVO.

- The other heirs of ROLAND BRAVO must reimburse ROLAND BRAVO, JR. for whatever expenses the latter incurred in paying for and securing the release of the mortgage on the Properties.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Quisumbing, Ynares-Santiago, and Azcuna, JJ., concur.

[1] Also referred to in the records as Benjamin Bravo.

[2] Under Rule 45 of the Rules of Civil Procedure.

[3] Rollo, pp. 370-386. Penned by Associate Justice Bienvenido L. Reyes with Associate Justices (now Supreme Court Associate Justice) Cancio C. Garcia and Roberto A. Barrios concurring.

[4] Ibid., pp. 322-339-A. Penned by Judge Florentino A. Tuason, Jr.

[5] Appears in the lower courts' decisions and in TCT Nos. 58999 and 59000 as "Semona." However, the lady herself signed her name as "Simona Andaya-de Bravo" in the GPA. "Simona Andaya" is also the name of the surviving spouse on Mauricio's death certificate.

[6] Exhibit "5" to "5-C", Records, pp. 277-278. The relevant portions of the GPA state:

xxx

That I, SIMONA ANDAYA DE BRAVO, of legal age, married to Mauricio Bravo and a resident of 2194 Evangelista St., Makati, Rizal, Philippines, do hereby appoint, name and constitute my husband Mauricio Bravo, of legal age, residing at the same address, to be my true and lawful attorney to act in, manage, and conduct all my affairs, and for that purpose in my name and on my behalf to do and execute all or any of the following acts, deeds and things, to wit:

1. To exercise general control and supervision over my business and property of every kind in the Philippines, and to act as my general representative and agent, with full authority to buy, sell, negotiate and contract for me and in my behalf.

xxx

3. To buy or otherwise acquire, to hire or lease, and to pledge, mortgage or otherwise hypothecate, sell, assign and dispose of any and all of my property, real, personal or mixed, of any kind whatsoever and wheresoever situated, or any interest therein, upon such terms and conditions and under such covenants as my said attorney shall deem fit and proper, and to execute in my name any and all papers relating thereto, and to sign, execute, acknowledge and deliver any and all agreements or other writings therefore, or in any way connected therewith or with my business or property.

xxx

[7] Exhibits "7" and "8", *ibid.*, pp. 280-281.

[8] Exhibit "4", *ibid.*, p. 276. The Deed of Sale states in part:

KNOW ALL MEN BY THESE PRESENTS:

That I, MAURICIO BRAVO, of legal age, Filipino, married to SEMONA ANDAYA, and resident of Makati, Rizal, Philippines, for and in consideration of the amount of ONE THOUSAND PESOS (P1,000.00), Philippine Currency, and for other valuable considerations, received from ROLAND A. BRAVO, OFELIA A. BRAVO and ELIZABETH BRAVO, likewise of legal age, Filipinos, single and residents of Makati, Rizal,

Philippines, to my entire satisfaction, do by these presents CEDE, SELL, TRANSFER and CONVEY unto said ROLAND A. BRAVO, OFELIA A. BRAVO and ELIZABETH BRAVO, all my title, rights and interests to two parcels of land, more particularly described as follows:

T.C.T. No. 58999

xxx

T.C.T. No. 59008 (sic)

xxx

xxx

The condition of this sale is that the vendees ROLAND A. BRAVO, OFELIA A. BRAVO and ELIZABETH BRAVO will assume the mortgage debt pertaining (sic) to said parcels of lands with the Philippine National Bank and Development Bank of the Philippines.

xxx

Note that the Deed of Sale mistakenly refers to T.C.T. No. 59008; the title over the second lot is actually T.C.T. No. 59000. However, the property description quoted under "T.C.T. No. 59008" is identical to the description of the property under T.C.T. No. 59000. No one disputes that "T.C.T. 59008" actually pertains to T.C.T. No. 59000 and both parties have treated this as a mere typographical error.

[9] Exhibit "6", Records, p. 279.

[10] Records, p. 203.

[11] Rollo, p. 339-A.

[12] Ibid., p. 385.

[13] Ibid., p. 443.

[14] Ibid., p. 520.

[15] *Changco v. Court of Appeals*, 429 Phil. 336 (2002).

[16] *Lara, et al. v. Del Rosario, Jr.* 94 Phil. 778 (1954).

[17] The parties and the lower courts proceeded on the assumption that the Properties were acquired after 30 August 1950 because TCT Nos. 58999 and 59000 were indeed issued to Mauricio and Simona on 23 May 1958. However, Mauricio and Simona's conjugal partnership began long before. By World War II, at least one of their children, Lily Bravo Diaz, was married and with child.

[18] See *Isabela Colleges, Inc. v. Heirs of Nieves Tolentino-Rivera*, 397 Phil. 955 (2000).

[19] *Vera Cruz v. Calderon*, G.R. No. 160748, 14 July 2004, 434 SCRA 534; *Heirs of Ignacia Aguilar-Reyes v. Mijares*, G.R. No. 143826, 28 August 2003, 410 SCRA 97; *Heirs of Christina Ayuste v. Court of Appeals*, 372 Phil. 370 (1999). Note that under the more recent Article 124 of the Family Code, the sale of conjugal partnership property without spousal consent is considered void.

[20] *Maestrado v. Court of Appeals*, 384 Phil. 418 (2000); *Loyola v. Court of Appeals*, 383 Phil. 171 (2000).

[21] TSN, 15 September 1999, pp. 61-62. David Jr. testified as follows:

Atty. Paggao:

Q: Do you know when your grandparent, your grandfather Mauricio died?

Witness:

A: Yes, sir.

Atty. Paggao:

Q: When?

Witness:

A: November 20, 1973, sir.

Atty. Paggao:

Q: And after 1973, was it not a fact that you and your grandmother Semona still did not go back to Makati and continued to rent in Pasig City?

Witness

A: Yes, sir.

[22] *Lim Pin v. Liao Tan, et al.*, 200 Phil. 685 (1982).

[23] *Ibid.*

[24] G.R. No. 102737, 21 August 1996, 260 SCRA 593.

[25] Exhibit "5" to "5-C", Records, pp. 277-278.

[26] *Buenaventura v. Court of Appeals*, G.R. No. 126376, 20 November 2003, 416 SCRA 263.

[27] Civil Code, Article 1061.

[28] *Ramos v. Heirs of Honorio Ramos, Sr.*, 431 Phil. 337 (2002).

[29] Civil Code, Articles 1352 and 1409.

[30] *Supra* note 26.

[31] *Loyola v. Court of Appeals*, 383 Phil. 171 (2000).

[32] Civil Code, Article 1470.

[33] *Ibid.*, Article 1355.

[34] Exhibit "C", records, p. 230.

[35] Exhibit "D", *ibid.*, p. 231.

[36] Exhibit "E", *ibid.*, p. 242.

[37] Exhibit "F" to "F-8", *ibid.*, pp. 243-251.

[38] Exhibit "11", *ibid.*, p. 308.

[39] Exhibit "11-a", *ibid.*, p. 309.

[40] Rosales v. Court of Appeals, G.R. No. 137566, 28 February 2001, 353 SCRA 179.

[41] Supra note 26.

[42] Records, p. 340.

[43] Exhibits "9" to "9-ppp" and "10" to "10-m", *ibid.*, pp. 283-307.

[44] Exhibit "12", *ibid.*, p. 310.

[45] Llana v. Court of Appeals, 413 Phil. 329 (2001).

[46] Bernardo v. Court of Appeals, 387 Phil. 736 (2000).

[47] Llana v. Court of Appeals, supra note 45.

[48] Supra, note 28.

[49] TSN, 7 December 1999, p. 20. Elizabeth testified that:

Atty. Paggao

Q: What about this Roland A. Bravo, who is that person?

Witness

A: That is our father.

TSN, 8 February 2000, pp. 29-30. Ofelia testified that:

Court:

Ms. Ofelia Bravo, there's [a] Roland Bravo here, in the Deed of Sale in (sic) assumption of mortgage, who is this Roland Bravo, is he Roland Bravo, Sr., or Jr.?

Witness

A: That is Sr., Your Honor.

xxx

Atty. Cendaña:

So the vendee is your father, and also, two (sic) of your sisters, Lily?

Witness

A: Yes, sir.

[50] TSN, 15 September 1999, pp. 49-51.

[51] De Guia v. Court of Appeals, G.R. No. 120864, 8 October 2003, 413 SCRA 114.

[52] *Ibid.*

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