SPOUSES JOSEPHINE MENDOZA GO & HENRY GO, PETITIONERS, VS. LEONARDO YAMANE, RESPONDENT.

G.R. NO. 160762. May 03, 2006

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PANGANIBAN, CJ:

Property purchased by spouses during the existence of their marriage is presumed to be conjugal in nature. This presumption stands, absent any clear, categorical, and convincing evidence that the property is paraphernal. Conjugal property cannot be held liable for the personal obligation contracted by one spouse, unless some advantage or benefit is shown to have accrued to the conjugal partnership.

The Case

Before the Court is a Petition for Review[1] under Rule 45 of the Rules of Court, challenging the November 22, 2002 Decision[2] and the September 17, 2003 Resolution[3] of the Court of Appeals (CA) in CA-GR CV No. 60939. The assailed Decision disposed as follows:

> "WHEREFORE, premises considered, the Decision appealed from is hereby REVERSED and SET ASIDE. The Sheriff's Certificate of Sale dated August 12, 1981 and the Final Sheriff's Certificate of Sale dated August 26, 1982 are declared NULL and VOID."[4]

The CA denied reconsideration in its September 17, 2003 Resolution.

The Facts

The undisputed factual findings of the CA are as follows:

> "Involved in the suit is a 750 square meters (sic) parcel of lot located at Res. Sec. "K", Baguio City, registered in the name of Muriel Pucay Yamane, wife of Leonardo Yamane, [respondent] herein, under Transfer Certificate of Title No. 12491.
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> "As a result of a motion for execution of a charging lien filed by Atty. Guillermo F. De Guzman in Civil Case No. 1841, entitled "Florence Pucay De Gomez, Elsie Pucay Kiwas and Muriel Pucay Yamane v. Cypress Corporation," which said counsel handled for the plaintiffs therein, hereinafter collectively referred to as the Pucay sisters, the subject property was levied to satisfy the lien for attorney's fees in the amount of P10,000. The said property was scheduled to be sold at public auction on August 11, 1981.
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> "Four days prior to the auction sale, [respondent] filed a Third-Party Claim with the Office of the Provincial Sheriff to stop the public auction on the ground that the subject property is conjugal property and, therefore, should not be held answerable for the personal obligation of the Pucay sisters. However, the Sheriff proceeded with the auction sale despite [respondent's] protest. The subject property was sold to spouses Josephine [and] Henry Go (or [petitioners]) as highest bidder. No redemption having been made during the one-year period, a Final Sheriff's Certificate of Sale was eventually issued on August 26, 1982 conveying and transferring the said property to [petitioners].
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> "On September 4, 1984, [respondent] filed a Complaint with the Regional Trial Court of Baguio City, docketed

> as Civil Case No. 417-R, against [petitioners] and Sheriff Melgar for annulment and cancellation of auction sale upon the same ground stated in the abovementioned third-party claim. Citing the Order of the Regional Trial Court of Baguio City, Branch V in LRC Case No. 2288, which ordered the cancellation of TCT No. 12491 and directed the Register of Deeds to issue new title in the name of Josephine Go x x x, [petitioners] moved to dismiss the complaint on the ground of res judicata. In the Order dated November 28, 1984, the motion was denied by the trial court.
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> "In their Answer filed on December 10, 1984, [petitioners] denied the material allegations of the complaint and interposed the following special affirmative defenses: that the cause of action was barred by prior judgment; that [respondent] has not pursued any lawful remedy to annul the execution proceeding; that there is no flaw or irregularity in the auction sale; and that since the execution sale was made in accordance with Section 21, Rule 39 of the Revised Rules of Court, it is deemed final and any irregularity committed in the course thereof will not vitiate its validity.
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> "On December 28, 1984, Muriel likewise lodged a Complaint for Damages, docketed as Civil Case No. 505-R, against [petitioners] and Atty. Guillermo De Guzman alleging, in gist, fraud, misrepresentation, manipulation and unlawful acts of the defendants in causing the levy of the subject property with an estimated commercial value of P200,000 as against a charging lien in the amount of P10,000.
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> "In its May 27, 1985 Order, the trial court ordered the joint hearing of Civil Cases Nos. 417-R and 505-R. On August 30, 1985, Muriel was declared non-suited for failure to appear in the hearing despite due notice. As a consequence, Civil Case No. 505-R was dismissed on October 15, 1985."[5]

In its Decision[6] dated March 25, 1998, the Regional Trial Court (RTC) of Baguio City, Branch 4, held that the subject parcel of land was the paraphernal property of the late Muriel Pucay Yamane -- spouse of respondent -- and was not their conjugal property. The appearance of his name on the Transfer Certificate of Title (TCT) was deemed to be merely descriptive of the civil status of the registered owner, his late wife. Hence, finding that he had no legal standing to question the auction sale or to pray for its annulment or cancellation, the RTC dismissed the case for lack of merit.

Upon receipt of the RTC Decision on April 8, 1998, respondent filed a Motion,[7] in which he prayed that he be allowed to file his Motion for Reconsideration of the Decision, on or before May 30, 1998. The trial court granted[8] his Motion; received the Motion for Reconsideration,[9] which was filed on May 28, 1998; and eventually denied it in its Order dated June 5, 1998.[10] He then elevated the matter to the CA on June 15, 1998.

Ruling of the Court of Appeals

The CA reversed the RTC's Decision. The Sheriff's Certificate of Sale dated August 12, 1981, and the Final Sheriff's Certificate of Sale dated August 26, 1982, were declared null and void.

According to the appellate court, property acquired during marriage is presumed to be conjugal, unless the exclusive funds of one spouse are shown to have been used for the purpose. That the land was acquired during the spouses' coverture was sufficiently established by the TCT and the Deed of Absolute Sale, both indicating that Muriel Pucay Yamane was "married to Leonardo Yamane"; and by the undisputed testimony of the previous owner, Eugene Pucay. Because of petitioners" failure to establish that the land in question had been acquired by Muriel using her exclusive funds, the CA concluded that the contested land was conjugal property.

The appellate court further held thus:

> "x x x [T]he disputed property being a conjugal property of [respondent] and his wife, and absent any showing of some advantage or benefit that accrued to their conjugal partnership from the transaction between the Pucay sisters and Atty. De Guzman, the public auction sale of the subject property in favor of [petitioners] is null and

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void."[11]

Hence, this Petition.[12]

Issues

Petitioners submit the following issues for our consideration:

"I. The Court of Appeals gravely erred in taking cognizance of the appeal and in not dismissing the same, despite the fact that the respondent failed to perfect his appeal within the 15-day reglementary period set by the Rules of Court.

"II. The Court of Appeals gravely erred in declaring the subject property as conjugal property, despite the existence of clear evidence showing that the subject property is the exclusive paraphernal property of Muriel who, even during her lifetime, always claimed the said property as her own exclusive paraphernal property and not as property co-owned with her husband, the respondent herein.

"III. The Court of Appeals, assuming, ex grati argumenti, that the subject property is conjugal property between respondent and Muriel, gravely erred in ruling that the same cannot answer for the charging lien of Atty. Guillermo de Guzman in Civil Case No. 1841."[13]

In the main, they posit two issues. They raise, first, the procedural question of whether the CA erred in giving due course to respondent's lapsed appeal; and, second, the substantive issue of whether the subject property is conjugal or paraphernal.

The Court's Ruling

The Petition has no merit.

Procedural Issue:Whether Respondent's AppealShould Be Given Due Course

Petitioners contend that the CA erred in giving due course to the appeal filed by respondent beyond the 15-day reglementary period.

Concededly, he received a copy of the RTC Decision on April 8, 1998. He had, therefore, until April 23, 1998, within which to file an appeal. Prior to the latter date, however, he moved that his new counsel be allowed to file a motion for reconsideration on May 30, 1998. It was eventually filed on May 28, 1998, but was denied. Respondent subsequently filed a Notice of Appeal on June 15, 1998. By this time, the original period to appeal had expired. It should be clear that the Rules prohibit an extension to file a motion for reconsideration.[14]

The perfection of an appeal in the manner and within the period prescribed by the Rules of Civil Procedure is not only mandatory, but also jurisdictional; and the lapse of the appeal period of fifteen days deprives a court of the jurisdiction to alter a final judgment.[15]

There have been exceptions, however, in which the Court dispensed with technical infirmities and gave due course to tardy appeals. In some of those instances, the presence of any justifying circumstance recognized by law -- such as fraud, accident, mistake or excusable negligence -- properly vested the judge with discretion to approve or admit an appeal filed out of time.[16] In other instances, lapsed appeals were allowed in order to serve substantial justice, upon consideration of a) matters of life, liberty, honor or property; b) the existence of special or compelling circumstances; c) the merits of the case; d) causes not entirely attributable to the fault or negligence of the party that would be favored by the suspension of the rules; e) the failure to show that the review being sought was merely frivolous and dilatory; and f) the fact that the other party would not be unjustly prejudiced.[17]

Indeed, in some exceptional cases, the Court has allowed the relaxation of the rules regulating the reglementary

periods of appeal. These exceptions were cited in Manila Memorial Park Cemetery v. CA,[18] from which we quote:

> "In Ramos vs. Bagasao, the Court excused the delay of four days in the filing of the notice of appeal because the questioned decision of the trial court had been served upon appellant Ramos at a time when her counsel of record was already dead. The new counsel could only file the appeal four days after the prescribed reglementary period was over. In Republic vs. Court of Appeals, the Court allowed the perfection of an appeal by the Republic despite the delay of six days to prevent a gross miscarriage of justice since the Republic stood to lose hundreds of hectares of land already titled in its name and had since then been devoted for public purposes. In Olacao vs. National Labor Relations Commission, a tardy appeal was accepted considering that the subject matter in issue had theretofore been judicially settled with finality in another case, and a dismissal of the appeal would have had the effect of the appellant being ordered twice to make the same reparation to the appellee."[19]

We believe that a suspension of the Rules is similarly warranted in the present controversy. We have carefully studied the merits of the case and noted that the review being sought has not been shown to be merely frivolous and dilatory. The Court has come to the conclusion that the Decision of the RTC, Branch 4 (in Civil Case No. 417-R), must be set aside. It would be far better and more prudent to attain the ends of justice, rather than to dispose of the case on technicality and cause grave injustice in the process. Thus, we would rather excuse a technical lapse and afford respondent a review of the case on appeal.

Substantive Issue:
Paraphernal or Conjugal?

The purchase of the property had been concluded in 1967, before the Family Code took effect on August 3, 1988.[20] Accordingly, the transaction was aptly covered by the then governing provisions of the New Civil Code. On the latter basis, therefore, we shall resolve the issue of the nature of the contested property.

Article 160 of the New Civil Code provides that "all property of the marriage is presumed to belong to the conjugal partnership, unless it be proved that it pertains exclusively to the husband or to the wife."[21] As a conditio sine qua non for the operation of this article in favor of the conjugal partnership,[22] the party who invokes the presumption must first prove that the property was acquired during the marriage.[23]

In other words, the presumption in favor of conjugality does not operate if there is no showing of when the property alleged to be conjugal was acquired.[24] Moreover, the presumption may be rebutted only with strong, clear, categorical and convincing evidence.[25] There must be strict proof of the exclusive ownership of one of the spouses,[26] and the burden of proof rests upon the party asserting it.[27]

The CA committed no error in declaring that the parcel of land belonged to the conjugal partnership of Spouses Muriel and Leonardo Yamane. They acquired it from Eugene Pucay on February 27, 1967,[28] or specifically during the marriage.[29] We then follow the rule that proof of the acquisition of the subject property during a marriage suffices to render the statutory presumption operative. It is clear enough that the presently disputed piece of land pertains to the conjugal partnership.

Petitioners concede that the property was acquired during the subsistence of the marriage of Muriel to respondent.[30] Nonetheless, they insist that it belonged exclusively to her for the following reasons:

First. Respondent never denied nor opposed her claim in Civil Case No. 505-R, which she had filed during her lifetime; or in AG-GR Sp. No. 01616 (entitled "Muriel Pucay Yamane v. Josephine Go"), that the disputed parcel of land was her exclusive paraphernal property. They allege that his failure to file a denial or opposition in those cases is tantamount to a judicial admission that militates against his belated claim.

Second. The Deed of Absolute Sale of the property is in the sole name of Muriel. Petitioners posit that, had the spouses jointly purchased this piece of land, the document should have indicated this fact or carried the name of respondent as buyer.

Third. The failure of respondent to redeem the parcel of land within the redemption period after the auction sale indicated that he was not its co-owner.

We will discuss the three arguments seriatim.

Unilateral Declaration

Respondent's interest cannot be prejudiced by the claim of Muriel in her Complaint in Civil Case No. 505-R that the subject parcel of land was her paraphernal property. Significantly, the nature of a property -- whether conjugal or paraphernal -- is determined by law and not by the will of one of the spouses.[31] Thus, no unilateral declaration by one spouse can change the character of a conjugal property.[32]

Besides, the issue presented in Civil Case No. 505-R was not the nature of the subject piece of land being levied upon, but whether Atty. Guillermo de Guzman was entitled to a charging lien. In that case, Muriel claimed that she had not officially retained him as counsel, and that no lawyer-client relationship had been established between them.[33]

Deed and Title in theName of One Spouse

Further, the mere registration of a property in the name of one spouse does not destroy its conjugal nature.[34] Hence, it cannot be contended in the present case that, simply because the title and the Deed of Sale covering the parcel of land were in the name of Muriel alone, it was therefore her personal and exclusive property. In concluding that it was paraphernal, the trial court's reliance on Stuart v. Yatco[35] was clearly erroneous.

As stated earlier, to rebut the presumption of the conjugal nature of the property, petitioners must present clear and convincing evidence. We affirm and quote below, for easy reference, the relevant dispositions of the CA:

> "x x x. We are unable to go along with [petitioners'] contention that the subject property was acquired by Muriel with her exclusive funds. Mere registration of the contested property in the name of the wife is not sufficient to establish the paraphernal nature of the property. This reminds Us of the teaching in the recent case of Diancin v. Court of Appeals, that all the property acquired by the spouses, regardless of in whose name the same is registered, during the marriage is presumed to belong to the conjugal partnership of gains, unless it is proved that it pertains exclusively to the husband or to the wife. To quote:
>
> "As a general rule, all property acquired by the spouses, regardless of in whose name the same is registered, during the marriage is presumed to belong to the conjugal partnership of gains, unless it is proved that it pertains exclusively to the husband or to the wife. In the case at bar, the fishpond lease right is not paraphernal having been acquired during the coverture of the marriage between Matilde and Tiburcio, which was on April 9, 1940. The fact that the grant was solely in the name of Matilde did not make the property paraphernal property. What was material was the time the fishpond lease right was acquired by the grantee, and that was during the lawful existence of Matilde's marriage to Tiburcio.

"x x x [T]his presumption is rebuttable, but only with strong, clear and convincing evidence. The burden of proving that the property belongs exclusively to the wife rests upon the party asserting it. Mere assertion of the property's paraphernal nature is not sufficient."

"The record as well as the foregoing established jurisprudence lead us to conclude that the contested property was indeed acquired during the marriage of herein [respondent] and Muriel. To prove that it is nonetheless paraphernal property, it is incumbent upon [petitioners] to adduce strong, clear and convincing evidence that Muriel bought

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the same with her exclusive funds. [Petitioners] failed to discharge the burden. Nowhere in the evidence presented by them do We find any indication that the land in question was acquired by Muriel with her exclusive funds. The presumption not having been overthrown, the conclusion is that the contested land is conjugal property."[36]

Non-RedemptionAfter the Auction Sale

The non-redemption of the property by respondent within the period prescribed by law did not, in any way, indicate the absence of his right or title to it. Contrary to petitioners' allegation, the fact is that he filed a Third-Party Claim[37] with the sheriff, upon learning of the levy and impending auction sale. This fact was specifically admitted by petitioners.[38] Respondent claimed that the parcel of land was conjugal, and that he could not answer for the separate obligation of his wife and her sisters.[39] Notwithstanding his claim, the disputed piece of land was sold at a public auction on August 11, 1981. Consequently issued were a Sheriff's Certificate of Sale dated August 12, 1981, and a Final Sheriff's Certificate of Sale dated August 26, 1982.[40]

Likewise, in his Opposition (Answer) to the Petition in LRC File Adm. Case No. 2288,[41] respondent raised the issue of the conjugal nature of the property and reserved his right to file an independent action to annul the auction sale. In its March 30, 1983 Order,[42] however, Branch 5 of the RTC of Baguio City did not rule on either the actual ownership or the nature of the parcel of land. Rather, it granted the Petition to issue a new certificate of title in favor of Petitioner Josephine Mendoza Go. It found that, under Section 75 of Presidential Decree 1529, respondent had no legal standing to question the auction sale, because he was not the registered owner of the property. Instead, his right to prove his claim in a separate and independent action was upheld.[43] Thus, he instituted the present case for annulment and cancellation of the auction sale.

The foregoing points clearly explain the failure of respondent to redeem the property. Misplaced is petitioners' emphasis on his failure to do so within the period required by law, because redemption in this case would have been inconsistent with his claim that the sale was invalid.[44] Redemption would have served as an implied admission of the regularity of the sale and estopped him from later impugning its validity on that ground.[45]

Since petitioners have failed to present convincing evidence that the property is paraphernal, the presumption that it is conjugal therefore stands. The next question before us is, whether the charging lien of Atty. de Guzman may be properly enforced against the piece of land in question.

Charging Lien Not ChargeableAgainst Conjugal Property

It is indisputable that the services of Atty. de Guzman were acquired during the marriage of respondent and Muriel. The lawyer's legal services were engaged to recover from Cypress Corporation (in Civil Case No. 1841) the balance of the purchase price of the sale of the exclusive property of Muriel and her sisters.[46] The recovery was done during the marriage.[47]

The CA elucidated on this matter as follows:

> "x x x. The contract or transaction between Atty. De Guzman and the Pucay sisters appears to have been incurred for the exclusive interest of the latter. Muriel was acting privately for her exclusive interest when she joined her two sisters in hiring the services of Atty. De Guzman to handle a case for them. Accordingly, whatever expenses were incurred by Muriel in the litigation for her and her sisters' private and exclusive interests, are her exclusive responsibility and certainly cannot be charged against the contested conjugal property.
>
> "Even on the remote assumption that the conjugal property could be held liable, levy on execution of the same property should still be denied in accordance with the ruling in Luzon Surety Co., Inc. v. De Garcia that before a conjugal property could be held liable for the obligation contracted by a spouse, there must be a showing of some advantage or benefit that accrued to the conjugal partnership. Concededly, the burden is on the

> [petitioners] to prove that the services rendered by Atty. De Guzman in handling Civil Case No. 1841 for the Pucay sisters had, somehow, redounded to the benefit of the conjugal partnership of herein [respondent] and Muriel. This onus, [petitioners], however, failed to discharge."[48]

We find no reason to deviate from the CA's findings, which are amply supported by evidence. The expenses incurred by Muriel for the recovery of the balance of the purchase price of her paraphernal property are her exclusive responsibility.[49] This piece of land may not be used to pay for her indebtedness, because her obligation has not been shown to be one of the charges against the conjugal partnership.[50] Moreover, her rights to the property are merely inchoate prior to the liquidation of the conjugal partnership.

Under the New Civil Code, a wife may bind the conjugal partnership only when she purchases things necessary for the support of the family, or when she borrows money for that purpose upon her husband's failure to deliver the needed sum;[51] when administration of the conjugal partnership is transferred to the wife by the courts[52] or by the husband;[53] or when the wife gives moderate donations for charity.[54] Failure to establish any of these circumstances in the present case means that the conjugal asset may not be bound to answer for Muriel's personal obligation.

The power of the court in executing judgments extends only to properties unquestionably belonging to the judgment debtor alone.[55] In this case, therefore, the property --being conjugal in nature -- cannot be levied upon.[56]

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

SO ORDERED.

Ynares-Santiago, Austria-Martinez, Callejo, Sr., and Chico-Nazario, JJ., concur.

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[1] Rollo, pp. 8-22.

[2] Annex "L" of Petition; id. at 62-72. Penned by Justice Rebecca de Guia-Salvador and concurred in by Justices Rodrigo V. Cosico (Division chairperson) and Regalado E. Maambong (member).

[3] Annex "N" of Petition; id. at 82.

[4]Assailed CA Decision, p. 10; id. at 71.

[5] Id. at 1-3; id. at 62-64.

[6] Annex "A" of petitioners' Memorandum; rollo, unnumbered. Penned by acting Presiding Judge Robert T. Cawed.

[7] Rollo, p. 53.

[8] Id. at 54.

[9] Id. at 55-57.

[10] Id. at 58.

[11]Assailed CA Decision, p. 10; rollo, p. 71.

[12] This case was deemed submitted for decision on January 5, 2005, upon this Court's receipt of petitioners'

Memorandum, signed by Atty. Emiliano L. Gayo. Respondent's Memorandum, signed by Atty. Albert A. Umaming, was received by the Court on December 22, 2004.

[13] Petitioners' Memorandum, p. 11; rollo, unnumbered.

[14] Rules of Court, Rule 41, Sec. 3.

[15]J. Feria and M.C. Noche, Civil Procedure Annotated, Vol. 2, 163 (2001); Neypes v. CA, GR No. 141524, September 14, 2005.

[16] Catubay v. NLRC, 330 SCRA 440, April 12, 2000.

[17] Dela Cruz v. Sison, GR No. 142464, September 26, 2005; Barnes v. Hon. Padilla, 461 SCRA 533, June 28, 2005 (citing Sanchez v. Court of Appeals, 404 SCRA 540, June 20, 2003 and Aguam v. CA, 332 SCRA 784, May 31, 2000).

[18] 344 SCRA 769, November 15, 2000.

[19] Id. at 777, per Vitug, J.

[20] M. Sta. Maria, Jr., Persons and Family Relations Law, 94 (3rd ed., 1999).

[21] The provision is reproduced in Article 116 of the Family Code, which states: "All property acquired during the marriage, whether the acquisition appears to have been made, contracted or registered in the name of one or both spouses, is presumed to be conjugal unless the contrary is proved."

[22] Flora v. Prado, 420 SCRA 396, January 20, 2004.

[23]Acabal v. Acabal, 454 SCRA 555, March 31, 2005; Jocson v. CA, 170 SCRA 333, February 16, 1989.

[24] Phil. National Bank v. CA, 153 SCRA 435, August 31, 1987.

[25] Wong v. IAC, 200 SCRA 792, August 19, 1991.

[26] Ching v. CA, 423 SCRA 356, February 23, 2004; Francisco v. CA, 359 Phil. 519, November 25, 1998.

[27] Tan v. CA, 339 Phil. 423, June 10, 1997.

[28] Annex "P" of the Petition; rollo, p. 87.

[29] See Annex "2-A" of respondent's Comment, p. 2; rollo, p. 148.

[30] See petitioners' Memorandum, p. 22; rollo, unnumbered.

[31] Villanueva v. CA, 427 SCRA 439, April 14, 2004.

[32]Id.

[33] See Annex "C" of Petition; rollo, pp. 34-38.

[34]Acabal v. Acabal, supra note 20 (citing Mendoza v. Reyes, 124 SCRA 154, August 17, 1983 and Bucoy v. Paulino, 23 SCRA 248, April 26, 1968).

[35] 4 SCRA 1143, April 27, 1962.

[36] Assailed CA Decision, pp. 7-8; rollo, pp. 68-69.

[37] Third Party Claim dated August 3, 1981; rollo, pp. 135-136.

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[38]See Answer dated December 7, 1984, p. 2; rollo, p. 29.

[39] See Complaint dated August 31, 1984, p. 3; rollo, p. 25.

[40]Annex "1-F" of Respondent's Comment; rollo, pp. 141-142. The third "Whereas" clause states that the sale was made in accordance with Rule 39, Section 17 of the Rules of Court; Article 161 of the Civil Code; and Fulgencio v. Gatchalian, 21 Phil. 252, January 23, 1912.

[41]In re: Petition for the Issuance of New Title, filed by Josephine Mendoza Go against Muriel Pucay Yamane and Leonardo Yamane before the Regional Trial Court, First Judicial Region of Baguio City, Branch V.

[42] Annex "2-A" of respondent's Comment; rollo, pp. 147-150.

[43]Id. at 2-3; rollo, pp. 148-149.

[44] Cometa v. Intermediate Appellate Court, 151 SCRA 563, June 30, 1987.

[45]Perez v. CA, 464 SCRA 89, July 22, 2005; Aclon v. CA, 387 SCRA 415, August 20, 2002; Cometa v. Intermediate Appellate Court, 151 SCRA 563, June 30, 1987.

[46]See Reply dated June 9, 2004, p. 1; rollo, p. 241.

[47]Id.

[48]Assailed CA Decision, p. 9; rollo, p. 70.

[49]A. Tolentino, Commentaries and Jurisprudence on the Civil Code of the Phils., Vol. I, 456 (1990).

[50] Civil Code, Art. 161. The conjugal partnership shall be liable for the following:

> (1) All debts and obligations contracted by the husband for the benefit of the conjugal partnership, and those contracted by the wife, also for the same purpose, in the cases where she may legally bind the partnership;
>
> (2) Arrears or income due, during the marriage, from obligations which constitute a charge upon property of either spouse or of the partnership;
>
> (3) Minor repairs or for mere preservation made during the marriage upon the separate property of either the husband or the wife; major repairs shall not be charged to the partnership;
>
> (4) Major or minor repairs upon the conjugal partnership property;
>
> (5) The maintenance of the family and the education of the children of both husband and wife, and of legitimate children of one of the spouses;
>
> (6) Expenses to permit the spouses to complete a professional, vocational or other course.

[51]Id., Art. 115.

[52]Id., Arts. 167, 178 and 196.

[53] Id., Art. 168.

[54]Id., Art. 174.

[55] Republic v. Enriquez, 166 SCRA 608, October 21, 1988; Wong v. IAC, 200 SCRA 792, August 19, 1991.

[56] Johnson and Johnson (Phils.) v. CA, 330 Phil. 856, September 23, 1996.

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