

**PLARIDEL, SOTTO, ETC., PETITIONER AND APPELLANT, VS.
QUINTILLANA SAMSON (SANSON), RESPONDENT AND APPELLEE.***G. R. No. 16917. July 31, 1962*

Ponente: BENGZON, C.J.

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This is a review of the judgment of the Court of Appeals affirming the decision of the Court of First Instance of Cebu in a litigation which began with a complaint of Quintillana Samson (Sanson) to annul the sale of a lot executed by her in favor of defendant Vicente Sotto. She alleges that, as her attorney, Sotto had taken advantage of her financial difficulties and mental weakness and of the confidence she had reposed in him.

As special defenses, Sotto averred that the action had already prescribed; that judicial license had been granted her to dispose of said lot; that there was due consideration for the purchase—P21,595.00; and that she was estopped from asserting this claim because she had ratified the sale on various occasions, once after the passage of the Paraphernal Property Act No. 3922 (authorizing a married woman to dispose of her paraphernal property without the consent of her husband).

Vicente Sotto died while the case was pending decision; and upon orders of the lower court, he was substituted as defendant by the administrator of his estate. (We shall, however, herein refer to him as the litigant Sotto, although the judgment shall be against or in favor of, said administrator as such).

On November 29, 1954, the Cebu court decided in favor of plaintiff Samson. Upon appeal, the Court of Appeals affirmed the decision in all respects.

Petitioner Sotto alleges here that said appellate court erred in holding, 1. that the sale is null and void; 2. that the new deed of sale of September 17, 1932 executed by Samson in favor of Sotto, (after Act No. 3922 had been approved, and after all the cases in which appellant intervened for appellee had terminated) is also null and void; and 3. that this action, (in 1941) has not prescribed. In general, only questions of law may be discussed in this review, because we regard the facts found by the Court of Appeals to be binding on us.

From the evidence of record, the Court of Appeals made the following findings of fact:

"* * * that since 1924 Atty. Sotto was appellee's counsel in several cases in which the adverse party was her husband, Manuel Carratala, from whom she was estranged; that sometime in March 1962, Atty. Sotto, acting as counsel for appellee, filed a petition with the Court of First Instance of Cebu (Civil Case No. 6448) requesting for judicial authority to sell her paraphernal property without the need of her husband's consent; that having learned of such petition, Manuel Carratala in turn filed on May 7, 1926, Civil Case No. 6528 asking the same court to annul or prevent any conveyance of said paraphernal property, and obtained a writ of injunction forbidding both appellee and Atty. Sotto from carrying out the sale and registering any conveyance of property with the register of deeds; that on May 11, 1926, although appellee's petition for judicial authority was still pending, and regardless of the writ of injunction, appellee (Samson) executed a deed of sale whereby she sold and conveyed to her counsel, Atty. Sotto, her paraphernal property known as lot No. 872 of the Cadastral

Survey of Cebu with the improvements existing thereon; that Atty. Sotto gave appellee an option to repurchase the property within two years; which was extended to another two years; and that the deed was presented for registration but the register of deeds of Cebu refused to register the same.

"* * *; that on May 16, 1926 appellee left Cebu. for Manila; that upon her arrival in the city (of Manila) another petition for judicial authority was filed with the Court of First Instance of Manila; that having failed to appear at the hearing although he was duly notified thereof, her husband was declared in default and the case was decided in her favor by Judge Eulogio Revilla; that on the day after she had obtained judicial authority to dispose of her property, she executed a confirmation deed of the original sale; and that Atty. Sotto succeeded in having Original Certificate of Title No. 681 in appellee's name cancelled and a new one issued in his name.

"* * * that the decision of the Manila Court having reversed by the Supreme Court, Atty. Sotto filed another petition for judicial authority with the said Manila Court but this time the same was assigned to Judge Anacleto Diaz; that without notifying appellee's husband on the alleged ground that he was abroad as he was hunted as a leper, the petition was heard in his absence; that after the hearing, the court granted to appellee the judicial authority sought by her; and that by virtue thereof, she executed another confirmation deed of the sale in Atty. Sotto's favor but the same was invalidated by the Supreme Court when it revoked the decision of Judge Diaz.

"* * * that on the other hand, the Cebu Court decided Civil Case No. 6528 in favor of appellee's husband, thereby declaring null and void the sale of her paraphernal property in favor of her counsel; that Atty. Sotto appealed to the Supreme Court but later withdrew the appeal after the Philippine Legislature enacted Act No. 3922 authorizing a married woman to dispose of her paraphernal property without her husband's consent; and that six days after the passage of said law, Atty. Sotto had the third ratification deed executed by appellee in his favor."

In resolving the question whether or not the sale was null and void, the court of Appeals agreed with Samson's contention that inasmuch as Article 1459 of the Civil Code mentions property which is the object of any litigation in which the attorney may take part, it follows that Sotto fell within its inhibition.

On the other hand petitioner maintains that said article 1459 should read:

"Art. 1459. The prohibition contained in No. 5 shall apply to lawyers and solicitors with respect to property or rights that are the object of a litigation in which they intervene by their profession or office."

And then he insists that this sale could not be banned inasmuch as at the time of its execution, he (Sotto) was not yet the attorney of record in said Case No. 6528—he had not yet been served with summons relative to the said complaint.

Another point brought up by petitioner Sotto is that the contract being merely voidable, it is susceptible of ratification; that in the instant case, the revalidation and confirmation had been accomplished by no less than four (4) documents executed by appellee, specially the ratification sale Exh. 1 signed by her after the passage of the Paraphernal Act No. 3922, authorizing married women to dispose of their paraphernal without their husbands' consent.

Referring to this last deed of sale Exh. 1 appellant repeatedly maintains that the same is not only a confirmation and validation of the original sale of May 11, 1926, but also a completely new sale; that such a construction is inevitable considering appellee's declaration therein.[1]

"Que haciendo uso del derecho que me concede la nueva Ley No. 3922 para disponer libremente de mis bienes propios y paraferales, sin liceneia de mi marido, por la presente confirmo y REVALINDO la venta definitiva arriba meacionada—(de 11 de Mayo, 1926)—en los mismos terminos en que fue otorgada por mi en dicha fecha, y con el mismo valor y efexrto que AHORA LA OTOEGO y e la ratifico expontaneamente, libre de toda carga y

gravamen, quedando ipso facto, consolidado el dominio del Sr. Vicente Sotto, sobre el referido lote y sus mejoras."

On this paramount issue, we must declare that on May 11, 1926 when this sale was first agreed upon, Sotto was Samson's lawyer in a litigation involving the subject of the contract. Therefore Sotto was disqualified to buy under article 1459 of the Civil Code, which according to Fisher's translation—which we deem correct—reads as follows:

"Art. 1459. The following persons, cannot take by purchase, even at a public or judicial auction, either in person or through the mediation of another:

- Justices, judges, members of the department of public prosecution, clerks of superior and inferior courts and other officers of such courts, the property and rights in litigation before the court within whose jurisdiction or territory they perform their respective duties. This prohibition shall include the acquisition of such property by assignment. * * *

The prohibition contained in this fifth paragraph shall include lawyers and solicitors with respect to any property rights involved in any litigation in which they may take part by virtue of their profession and office."

Certainly, on said date there was pending in the court of first instance of Cebu Civil Case No. 6448 which was a litigation^[2] handled by Sotto as the lawyer, concerning the same lot. The husband objected to the Wife's plan to sell; so much so that he filed on May 7, 1926 a petition to annul whatever conveyance his wife may have made or attempted to make (Civil Case No. 6528).

Indeed, because of their client-attorney-relationship Sotto probably unduly influenced Samson, not only to sell the lot to him but also to accept terms less favorable to her.

But Sotto claims that the action has prescribed because it was filed only in 1941, i. e. fifteen years after May, 1926. It must be realized, however, that the complainant really seeks the annulment of the document made by Samson in 1932,—Exh.1—after the approval of Act No. 3922. Recall that according to the Court of Appeals the Court of Cebu in Civil Case 6528, declared her sale in 1926 to Sotto to be void; that Sotto appealed such declaration to the Supreme Court, and after the approval of Act 3922 Sotto moved for withdrawal of his appeal; which motion was subsequently granted. No need therefore to discuss the document (1926) or documents of sale (the ratifications) before Act 3922. Those have been avoided by the court of First Instance of Cebu in a decision which became final upon the withdrawal of Samson's appeal. In fact petitioner here insistently maintains that the document Exh. 1 was a "new contract of sale" and relies thereon to retain the property, (pp. 20, 21, 52, 54, 61 et seq. printed brief)^[3]

Hence, we repeat, the document to be avoided, is the one executed by Samson in 1932 (Exh. 1) after the withdrawal of the appeal. Now then, in 1941 when this action was commenced, less than ten (10) years had elapsed: 1932-1941.

It is argued however, that when this document Exh. 1 was executed (Sept. 17, 1932) the litigation involving the property had already terminated because on that date Sotto had filed the motion to withdraw Samson's appeal. The argument has no merit, since the litigation had not terminated on September 17, 1932, it appearing that this Supreme Court granted the motion only on Sept. 26, 1932. Up to that time, at least, the appeal—in which Sotto represented Samson—was pending in court.

We find it unnecessary to go into other incidental contentions discussed in petitioner's brief. Many are immaterial; others are sufficiently met or explained in respondent's brief in the Court of Appeals. The undeniable core of the matter is the conveyance of a litigant's property made during the existence of attorney and-client relationship; and

the statute prohibiting such sales which is designed to curtail any undue influence of the lawyer upon his client on account of their confidential association.

In this connection, in examining the phase on prescription—from 1926 to 1941 as claimed by Sotto—and impressed by Samson's argument about an attorney's "bad faith, disregard of conscience, court orders, laws and legal ethics", but reluctant to adopt the appellate court's ruling that prescription could not run because the contract was void ab initio,[4] the thought struck us—in the light of some remarks of Samson's counsel—that perhaps it may be desirable, in situations like this, to apply a rule that the period of prescription should be counted only from the severance of the attorney-and-client bonds; because it is only then that the controlling influence of the attorney has ceased.[5]

However, no pronouncement on this subject is needed, since this client's right may be sufficiently protected thru the line of approach we have already indicated.

Nonetheless, protection may not be so extended as to allow her to unjustly profit at the expense of her attorney, by retaining the money or consideration given to her for the sale. Under Art. 1303 of the Civil Code when a sale is avoided, the seller shall, return the purchase price, together with interest. The total consideration given by Sotto to Samson amounts to P21,595.00 (Exh. 3).

This requires one modification of the judgment of the Court of Appeals affirming the decision of the court of first instance, which decision in its dispositive part, reads as follows:

"In view thereof, this Court hereby pronounces judgment:

"(1) Declaring the aforementioned sale in favor of defendant, dated May 11, 1926 and the subsequent deeds of ratification executed on June 17, 1926, September 11, 1928, and September 17, 1932 (Exhs. A, A-1, K and Exh. 1, respectively) null and void 'ab-initio';

"(2) Ordering defendant to restore or reconvey to plaintiff the property in question with all its improvements thereon (Lot No. 872, Cadastral Survey of Cebu) under Transfer Torrens Certificate of Title No. O-628 (T-681, 1941); in case this is no longer possible, pay the plaintiff its value as of the date of the rendition of this judgment;

"(3) Ordering defendant to pay the equitable rentals on said, property from May 11, 1926 to July 1941, plus legal interests thereon until fully paid; and

"(4) Ordering plaintiff to pay Attorney Paulino Gullas or his heirs the sum of P738.33 as attorney's fees, the defendant to pay the costs."

Now, if as we propose to do, such appellate judgment is affirmed with the modification indicated, the next step would ordinarily be to remand the record for determination of the amount to be paid by Sotto, (should he be unable to retransfer the property itself) and to fix the rentals payable by him. However, aware of the many years this case has been pending in the courts, and desirous of expediting the disposition of the controversy, we have searched the records and found facts not covered in the Court of Appeals' decision; First, the Cebu court in an amendatory order fixed the value of the realty at 70 pesos per square meter (p. 361 Record on Appeal). Second, the parties agreed at the trial that the rents of the property could be fixed at 100 pesos a month (179,186 Record on Appeal). To overlook these doings would unduly prolong this litigation.

Wherefore, it is our judgment that the decision of the Court of Appeals should be, and is hereby affirmed, with these additional directives: (a) In case Sotto can not return the lot to Samson he shall pay for it (786 sq. m.) at the price of 70 pesos per square meter; (b) Sotto shall also pay rents at the rate of 100 pesos a month from Sept. 17, 1932; (c) Samson shall in turn pay Sotto the amount of P21,595.00 plus legal interest from Sept. 17, 1932.

No pronouncement as to costs. So ordered.

Padilla, Bautista Angelo, Labrador, Concepcion, Barrera, Paredes, Dizon, Regala and Makalintal, JJ. concur.

[1] See part of Exhibit 1.

[2] See *Junquera vs. Vaño*, 72 Phil. 293; *Gan Tingco vs. Pabinguit* 35 Phil. 81.

[3] Although, in fairness to his lawyer, it should be recorded that he advanced the concept to support various legal propositions, which we find to be untenable.

[4] Petitioner might arguably demonstrate it is not void but merely voidable (*Wolson vs. Estate of Martinez*, 20 Phil., 340, 342; Cf. *Fradon vs. Neyra*, G. R. No. L-4421, Jan. 31, 1951).

[5] See C.J.S. Vol. 54, p. 200. See also *Carratala vs. Samson* 43 Phil. 751, 754.

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