

HEIRS OF MARIO PACRES, NAMELY: VALENTINA VDA. DE PACRES, JOSERINO, ELENA, LEOVIGILDO, LELISA, AND LOURDES ALL SURNAMED PACRES, AND VEÑARANDA VDA. DE ABABA, PETITIONERS, VS. HEIR...

G.R. No. 174719. May 05, 2010

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

While contracts are generally obligatory in whatever form they may have been entered into, it remains imperative for a party that seeks the performance thereof to prove the existence and the terms of the contract by a preponderance of evidence. Bare assertions are not the quantum of proof contemplated by law.

This Petition for Review[2] assails the Decision[3] dated October 28, 2005 of the Court of Appeals (CA), as well as its Resolution[4] dated August 31, 2006. The dispositive portion of the assailed Decision reads:

WHEREFORE, with the foregoing, the Decision of the Regional Trial Court, 7[th] Judicial Region, Branch 13, Cebu City dated March 15, 2000 in Civil Case No. 18819 for Specific Performance, Damages and Attorney's Fees is hereby SET ASIDE and a new one entered DISMISSING said case for failure to establish the causes of action with the required quantum of proof.

No pronouncement as to cost.

SO ORDERED.[5]

Factual Antecedents

Lot No. 9 is a 1,007 square meter parcel of land located at Kinasang-an, Pardo, Cebu City and fronting the Cebu provincial highway. The lot originally belonged to Pastor Pacres (Pastor) who left it intestate to his heirs[6] Margarita, Simplicia, Rodrigo, Francisco, Mario (petitioners' predecessor-in-interest) and Veñaranda (herein petitioner). Petitioners admitted that at the time of Pastor's death in 1962, his heirs were already occupying definite portions of Lot No. 9. The front portion along the provincial highway was occupied by the co-owned Pacres ancestral home,[7] and beside it stood Rodrigo's hut (also fronting the provincial highway). Mario's house stood at the back of the ancestral house.[8] This is how the property stood in 1968, as confirmed by petitioner Valentina's testimony.

On the same year, the heirs leased[9] "the ground floor of the [ancestral home] together with a lot area of 300 square meters including the area occupied by the house" to respondent Hilario Ramirez (Ramirez), who immediately took possession thereof. Subsequently in 1974, four of the Pacres siblings[10] (namely, Rodrigo, Francisco, Simplicia and Margarita) sold their shares in the ancestral home and the lot on which it stood to Ramirez. The deeds of sale described the subjects thereof as "part and portion of the 300 square meters actually in possession and enjoyment by vendee and her spouse, Hilario Ramirez, by virtue of a contract of lease in their favor." [11] The Deed of Sale of Right in a House executed by Rodrigo and Francisco was more detailed, to wit:

x x x do hereby sell, cede, transfer and convey, forever and in absolute manner, our shares interests and participation in a house of mixed materials under roof of nipa which is constructed inside Lot No. 5506[12] of the Cadastral Survey of Cebu, the lot on which the house is constructed has already been sold to and bought by the herein vendee from our brothers and sisters; that this sale pertains only to our rights and interests and participation in the house which we inherited from our late father Pastor Pacres.[13]

With the sale, respondent Ramirez's possession as lessee turned into a co-ownership with petitioners Mario and Veñaranda, who did not sell their shares in the house and lot.

On various dates in 1971, Rodrigo,[14] Francisco,[15] and Simplicia[16] sold their remaining shares in Lot No. 9 to respondent Cecilia Ygoña (Ygoña). In 1983, Margarita[17] also sold her share to Ygoña. The total area sold to Ygoña was 493 square meters.

In 1984, Ygoña filed a petition to survey and segregate[18] the portions she bought from Lot No. 9. Mario objected on the ground that he wanted to exercise his right as co-owner to redeem his siblings' shares. Vendee Rodrigo also opposed on the ground that he wanted to annul the sale for failure of consideration. On the other hand, Margarita and the widow of Francisco both manifested their assent to Ygoña's petition. By virtue of such manifestation, the court issued a writ of possession[19] respecting Margarita's and Francisco's shares in favor of Ygoña. It is by authority of this writ that Ygoña built her house on a portion of Lot No. 9. Considering, however, the objections of the two other Pacres siblings, the trial court subsequently dismissed the petition so that the two issues could be threshed out in the proper proceeding. Mario filed the intended action while Rodrigo no longer pursued his objection.

The complaint for legal redemption,[20] filed by Mario and Veñaranda, was dismissed on the ground of improper exercise of the right. The decision was affirmed by the appellate court[21] and attained finality in the Supreme Court[22] on December 28, 1992. The CA held that the complaint was filed beyond the 30-day period provided in Article 1623 of the New Civil Code and failed to comply with the requirement of consignment. It was further held that Ygoña built her house on Lot No. 9 in good faith and it would be unjust to require her to remove her house thereon.

On June 18, 1993, the Republic of the Philippines, through the Department of Public Works and Highways (DPWH), expropriated the front portion of Lot No. 9 for the expansion of the Cebu south road. The petition for expropriation was filed in Branch 9 of the Regional Trial Court of Cebu City and docketed as Civil Case No. CEB-14150.[23] As occupant of the expropriated portion, Ygoña moved to withdraw her corresponding share in the expropriation payment. Petitioners opposed the said motion.[24] The parties did not supply the Court with the pleadings in the expropriation case; hence, we are unaware of the parties involved and the issues presented therein. However, from all indications, the said motion of Ygoña remains unresolved.

On July 20, 1993, the Pacres siblings (Margarita and Francisco were already deceased at that time and were only represented by their heirs) executed a Confirmation of Oral Partition/Settlement of Estate[25] of Pastor Pacres. The relevant statements in the affidavit read:

- That our father the late Pastor Pacres died intestate at Kinasang-an, Pardo, Cebu City on January 2, 1962;
- That he left some real properties, one of which is a parcel of land (Lot No. 9, PCS 07-01-000006, Cebu Cad., located at Kinasang-an, Pardo, Cebu City);
- That after the death of Pastor Pacres, the above-named children declared themselves extra-judicially as heirs of Pastor Pacres and they likewise adjudicated unto themselves the above described lot and forthwith MADE AN ORAL PARTITION;

- That in that ORAL PARTITION, the shares or portion to be allotted to Mario Pacres and Veñaranda Pacres Vda. de Ababa shall be fronting the national highway, while the shares of the rest shall be located at the rear;
- That recently, the said heirs had the said lot surveyed to determine specifically their respective locations in accordance with the oral partition made after the death of Pastor Pacres;
- That a sketch of the subdivision plan is hereto attached, duly labeled, indicating the respective locations of the shares of each and every heir.

On September 30, 1994, Mario, petitioners' predecessor-in-interest, filed an ejectment suit against Ramirez' successor-in-interest Vicentuan. Mario claimed sole ownership of the lot occupied by Ramirez/Vicentuan by virtue of the oral partition. He argued that Ramirez/Vicentuan should pay rentals to him for occupying the front lot and should transfer to the rear of Lot No. 9 where the lots of Ramirez's vendors are located.

The court dismissed Mario's assertion that his siblings sold the rear lots to Ramirez. It held that the deeds of sale in favor of Ramirez clearly described the object of the sale as the ancestral house and lot.[26] Thus, Ramirez has a right to continue occupying the property he bought. The court further held that since Mario did not sell his pro-indiviso shares in the house and lot, at the very least, the parties are co-owners thereof. Co-owners are entitled to occupy the co-owned property.[27]

The Complaint for Specific Performance

On June 3, 1996, Veñaranda and the heirs of Mario filed the instant complaint for specific performance[28] against Ygoña and Ramirez. Contrary to Mario's allegations of co-ownership over Lot No. 9 in the legal redemption case, Mario's heirs insist in the action for specific performance that the heirs agreed on a partition prior to the sale. They seek compliance with such agreement from their siblings' vendees, Ygoña and Ramirez, on the basis that the two were privy to these agreements, hence bound to comply therewith. In compliance with such partition, Ygoña and Ramirez should desist from claiming any portion of the expropriation payment for the front lots.

Their other cause of action is directed solely at Ygoña, whom they insist agreed to additional, albeit unwritten, obligations other than the payment of the purchase price of the shares in Lot No. 9. Veñaranda and Mario's heirs insist that Ygoña contracted with her vendors to assume all obligations regarding the payment of past and present estate taxes, survey Lot No. 9 in accordance with the oral partition, and obtain separate titles for each portion. While these obligations were not written into the deeds of sale, petitioners insist it is not subject to the Statute of Frauds since these obligations were allegedly partly complied with by Ygoña. They cite as evidence of Ygoña's compliance the survey of her purchased lots and payment of realty taxes.

Respondents denied privity with the heirs' oral partition. They further maintained that no such partition took place and that the portions sold to and occupied by them were located in front of Lot No. 9; hence they are the ones entitled to the expropriation payment.[29] They sought damages from the unfounded suit leveled against them. To discredit petitioners' assertion of an oral partition, respondents presented Exhibit No. 1, which petitioner Valentina herself executed during her testimony. Exhibit No. 1 demonstrated Valentina's recollection of the actual occupation of the Pacres siblings, their heirs and vendees. The sketch undermined petitioners' allegation that the heirs partitioned the property and immediately took possession of their allotted lots/shares. Ygoña also denied ever agreeing to the additional obligations being imputed against her.

Ruling of the Regional Trial Court

The trial court ruled in favor of respondents.[30] It held that petitioners failed to prove partition of the lot in accordance with petitioners' version. Instead, the trial court held that the parties' actual occupation of their

portions in Lot No. 9, as evidenced by petitioner Valentina's sketch, is the real agreement to which the parties are bound. Apparently unsatisfied with the parties' state of affairs, the trial court further ordered that a survey of the lot according to the parties' actual occupation thereof be conducted.

Petitioners' motion for reconsideration was denied.[31] Unsatisfied with the adverse decision, petitioners appealed to the CA questioning the factual findings of the trial court and its reliance on Exhibit 1. They maintained that Valentina was incompetent and barely literate; hence, her sketch should not be given weight.

Ruling of the Court of Appeals

The appellate court sustained the ruling of the trial court insofar as it dismissed petitioners' complaint for lack of evidence. It held that the oral partition was not valid because the heirs did not ratify it by taking possession of their shares in accordance with their oral agreement. Moreover, the CA ruled that Ygoña's sole undertaking under the deeds of sale was the payment of the purchase price. Since petitioners did not question the validity of the deeds and did not assail its terms as failing to express the true intent of the parties, the written document stands superior over the allegations of an oral agreement.

It, however, reversed the trial court on the latter's order to survey the lot in accordance with Valentina's sketch. The appellate court explained that while it was conclusive that Ygoña and Ramirez bought portions of the property from some of the Pacres siblings, the issue of the actual area and location of the portions sold to them remains unresolved. The CA narrated all the unresolved matters that prevented a finding that definitively settles the partition of Lot No. 9. The CA emphasized that the question regarding ownership of the front lots and the expropriation payment should be threshed out in the proper proceeding.

The CA likewise found no basis for the award of damages to either party.

Petitioners' Motion for Reconsideration[32] was denied,[33] hence this petition.

Issues

Petitioners formulated the following issues:[34]

- 1. Whether or not this complaint for specific performance, damages and attorney's fee [sic] with a prayer for the issuance of a restraining order and later on issuance of a writ of permanent injunction is tenable.
- Whether or not the area purchased and owned by respondents in Lot No. 9 is located along or fronting the national highway.
- Whether or not the lower court committed grave abuse of discretion by rendering a decision not in accord with laws and applicable decisions of the Supreme Court, resulting to the unrest of this case.
- Whether or not it is lawful for the respondents to claim ownership of the P220,000.00 which the government set aside for the payment of the expropriated area in Lot No. 9, fronting the highway, covered by the road widening.

Consolidated and simplified, the issues to be resolved are:

I

Whether petitioners were able to prove the existence of the alleged oral agreements such as the partition and the additional obligations of surveying and titling

II

Whether the issue of ownership regarding the front portion of Lot No. 9 and entitlement to the expropriation

payment may be resolved in this action

Our Ruling

Whether petitioners were able to prove
the existence of the alleged oral agreements
such as the partition and the additional
obligations of surveying and titling

Both the trial and appellate courts dismissed petitioners' complaint on the ground that they had failed to prove the existence of an oral partition. Petitioners now insist that the two courts overlooked facts and circumstances that are allegedly of much weight and will alter the decision if properly considered.[35]

Petitioners would have the Court review the evidence presented by the parties, despite the CA's finding that the trial court committed no error in appreciating the evidence presented during the trial. This goes against the rule that this Court is not a trier of facts. "Such questions as whether certain items of evidence should be accorded probative value or weight, or rejected as feeble or spurious, or whether or not the proofs on one side or the other are clear and convincing and adequate to establish a proposition in issue, are without doubt questions of fact." [36] Questions like these are not reviewable by this Court which, as a rule, confines its review of cases decided by the CA only to questions of law, which may be resolved without having to re-examine the probative value of the evidence presented.[37]

We find no compelling reason to deviate from the foregoing rule and disturb the trial and appellate courts' factual finding that the existence of an oral partition was not proven. Our examination of the records indicates that, contrary to petitioners' contention, the lower courts' conclusion was justified.

Petitioners' only piece of evidence to prove the alleged oral partition was the joint affidavit (entitled "Confirmation of Oral Partition/Settlement of Estate") supposedly executed by some of the Pacres siblings and their heirs in 1993, to the effect that such an oral partition had previously been agreed upon. Petitioners did not adequately explain why the affidavit was executed only in 1993, several years after respondents Ygoña and Ramirez took possession of the front portions of Lot No. 9.[38] If there had been an oral partition allotting the front portions to petitioners since Pastor's death in 1962, they should have immediately objected to respondents' occupation. Instead, they only asserted their ownership over the front lots beginning in 1993 (with the execution of their joint affidavit) when expropriation became imminent and was later filed in court.

Petitioners' assertion of partition of Lot No. 9 is further belied by their predecessor-in-interest's previous assertion of co-ownership over the same lot in the legal redemption case filed 10 years before.[39] The allegations therein, sworn to as truth by Mario and Veñaranda, described Lot No. 9 as a parcel of land that is co-owned by the Pacres siblings pro indiviso. It was further alleged that Ygoña bought the undivided shares of Rodrigo, Francisco, Margarita, and Simplicia.

The statements in the legal redemption case are extrajudicial admissions,[40] which were not disputed by petitioners. These admissions may be given in evidence against them.[41] At the very least, the polarity of their previous admissions and their present theory makes the latter highly suspect.

Moreover, petitioners failed to show that the Pacres siblings took possession of their allotted shares after they had supposedly agreed on the oral partition. Actual possession and exercise of dominion over definite portions of the property in accordance with the alleged partition would have been strong proof of an oral partition.[42] In this case, however, petitioners failed to present any evidence that the petitioners took actual possession of their respective allotted shares according to the supposed partition. In fact, the evidence of the parties point to the

contrary. Petitioner Valentina herself drew a sketch^[43] showing the location of the actual occupants of Lot No. 9, but the actual occupation shown in her sketch is not in accordance with the terms of the alleged oral partition.^[44] According to the terms of the alleged oral partition, the front portions of Lot No. 9 were supposed to have been occupied by petitioners, but Valentina's sketch indicates that the actual occupants of the said portions are respondents.

In fine, we rule that the records contain ample support for the trial and appellate courts' factual findings that petitioners failed to prove their allegation of oral partition. While petitioners claim that the trial and appellate courts did not appreciate their evidence regarding the existence of the alleged oral partition, the reality is that their evidence is utterly unconvincing.

With respect to the alleged additional obligations which petitioners seek to be enforced against respondent Ygoña, we likewise find that the trial and appellate courts did not err in rejecting them. Petitioners allege that when Ygoña bought portions of Lot No. 9 from petitioners' four siblings, aside from paying the purchase price, she also bound herself to survey Lot No. 9 including the shares of the petitioners (the non-selling siblings); to deliver to petitioners, free of cost, the titles corresponding to their definite shares in Lot No. 9; and to pay for all their past and present estate and realty taxes.^[45] According to petitioners, Ygoña agreed to these undertakings as additional consideration for the sale, even though they were not written in the Deeds of Sale.

Like the trial and appellate courts, we find that these assertions by petitioners have not been sufficiently established.

In the first place, under Article 1311 of the Civil Code, contracts take effect only between the parties, their assigns and heirs (subject to exceptions not applicable here). Thus, only a party to the contract can maintain an action to enforce the obligations arising under said contract.^[46] Consequently, petitioners, not being parties to the contracts of sale between Ygoña and the petitioners' siblings, cannot sue for the enforcement of the supposed obligations arising from said contracts.

It is true that third parties may seek enforcement of a contract under the second paragraph of Article 1311, which provides that "if a contract should contain some stipulation in favor of a third person, he may demand its fulfillment." This refers to stipulations *pour autrui*, or stipulations for the benefit of third parties. However, the written contracts of sale in this case contain no such stipulation in favor of the petitioners. While petitioners claim that there was an oral stipulation, it cannot be proven under the Parol Evidence Rule. Under this Rule, "[w]hen the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement."^[47] While the Rule admits of exception, no such exception was pleaded, much less proved, by petitioners.

The Parol Evidence Rule applies to "the parties and their successors in interest." Conversely, it has no application to a stranger to a contract. For purposes of the Parol Evidence Rule, a person who claims to be the beneficiary of an alleged stipulation *pour autrui* in a contract (such as petitioners) may be considered a party to that contract. It has been held that a third party who avails himself of a stipulation *pour autrui* under a contract becomes a party to that contract.^[48] This is why under Article 1311, a beneficiary of a stipulation *pour autrui* is required to communicate his acceptance to the obligor before its revocation.

Moreover, to preclude the application of Parol Evidence Rule, it must be shown that "at least one of the parties to the suit is not party or a privy of a party to the written instrument in question and does not base a claim on the instrument or assert a right originating in the instrument or the relation established thereby."^[49] A beneficiary of a stipulation *pour autrui* obviously bases his claim on the contract. He therefore cannot claim to be a stranger to

the contract and resist the application of the Parol Evidence Rule.

Thus, even assuming that the alleged oral undertakings invoked by petitioners may be deemed stipulations pour autrui, still petitioners' claim cannot prosper, because they are barred from proving them by oral evidence under the Parol Evidence Rule.

Whether the issue of ownership
regarding the front portion of Lot No. 9
and entitlement to the expropriation
payment may be resolved in this action

Petitioners characterize respondents' claim over the expropriation payment as unlawful on the ground that the expropriated portion belongs to petitioners per the alleged oral partition. They also maintain that Ygoña is barred by laches from claiming the front portion because she waited 13 years from the time of the sale to claim her share via petition for subdivision and survey.

On the other hand, respondents charge petitioners with forum-shopping on the ground that the issue of ownership had already been submitted to the expropriation court. The trial court affirmed this argument stating that petitioners resorted to forum-shopping, while the appellate court ruled that it could not determine the existence of forum-shopping considering that it was not provided with the pleadings in the expropriation case.

We agree with the CA on this score. The parties did not provide the Court with the pleadings filed in the expropriation case, which makes it impossible to know the extent of the issues already submitted by the parties in the expropriation case and thereby assess whether there was forum-shopping.

Nonetheless, while we cannot rule on the existence of forum-shopping for insufficiency of evidence, it is correct that the issue of ownership should be litigated in the expropriation court.^[50] The court hearing the expropriation case is empowered to entertain the conflicting claims of ownership of the condemned property and adjudge the rightful owner thereof, in the same expropriation case.^[51] This is due to the intimate relationship of the issue of ownership with the claim for the expropriation payment. Petitioners' objection regarding respondents' claim over the expropriation payment should have been brought up in the expropriation court as opposition to respondent's motion. While we do not know if such objection was already made,^[52] the point is that the proper venue for such issue is the expropriation court, and not here where a different cause of action (specific performance) is being litigated.

We also cannot agree with the trial court's order to partition the lot in accordance with Exhibit No. 1 or the sketch prepared by petitioner Valentina. To do so would resolve the issue of ownership over portions of Lot No. 9 and effectively preempt the expropriation court, based solely on actual occupation (which was the only thing which Exhibit No. 1 could have possibly proved). It will be remembered that Exhibit No. 1 is simply a sketch demonstrating the portions of Lot No. 9 actually occupied by the parties. It was offered simply to impeach petitioners' assertion of actual occupation in accordance with the terms of the alleged oral partition.

Let it be made clear that our ruling, just like those of the trial court and the appellate court, is limited to resolving petitioners' action for specific performance. Given the finding that petitioners failed to prove the existence of the alleged oral partition and the alleged additional consideration for the sale, they cannot compel respondents to comply with these inexistent obligations. In this connection, there is no basis for petitioners' claim that the CA Decision was incomplete by not definitively ruling on the ownership over the front lots. The CA decision is complete. It ruled that petitioners failed to prove the alleged obligations and are therefore not entitled to specific performance thereof.

WHEREFORE, the petition is DENIED. The assailed October 28, 2005 Decision of the Court of Appeals in CA-G.R. No. 174719, as well as its August 31, 2006 Resolution, are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Abad, and Perez, JJ., concur.

[1] Per Order dated October 15, 1996 of Judge Meinrado P. Paredes.

[2] Rollo, pp. 11-19.

[3] Id. at 21-29; penned by Associate Justice Pampio A. Abarintos and concurred in by Associate Justices Mercedes Gozo-Dadole and Enrico A. Lanzas.

[4] CA rollo, pp. 153-154.

[5] Rollo, p. 28.

[6] Lot No. 9 is registered under Transfer Certificate of Title No. 61114 in the name of the Heirs of Pastor Pacres.

[7] TSN (Valentina Vda. De Pacres), September 17, 1997, pp. 6-9.

[8] Id. at 6; id., September 23, 1997, pp. 4-5.

[9] Exhibit "C" dated October 26, 1968. A portion reads:

The lessors hereby lease unto the lessee the ground floor of the House No. 1277, together with a lot area of 300 square meters including the area occupied by the house, of which the lessors are the co-owners, owning undivided interest over the house and lot.

[10] Namely Simplicia, Margarita, Francisco, and Rodrigo Pacres.

[11] Exhibit "5", Deed of Sale executed by Simplicia Pacres. Exhibit 6, which is the Deed of Sale executed by Margarita Pacres in favor of Ramirez, describes the object of the sale as "forming part and portion of the 300 square meters under the occupancy of the vendee and her husband, Mr. Hilario Ramirez, by virtue of a Lease Contract in their favor."

[12] Lot No. 9 consists of two consolidated lots, Lot Nos. 5504 and 5506, as confirmed by the description in TCT No. 61114 (Exhibit "37").

[13] Exhibit "7" dated December 31, 1974.

[14] Exhibit "3" dated August 5, 1971.

[15] Exhibit "3" dated August 5, 1971. Rodrigo and Francisco's Deed of Sale described the property sold as "the portion of 300 square meters which is the subject matter of this sale, shall be taken along the provincial road where the house of Rodrigo Pacres is built."

[16] Exhibit "23" dated August 1971. The deed of sale described its object as "the portion sold shall be taken along the provincial highway." Exhibit 24 dated December 1971. Simplicia sold an additional 50 square meters to Ygoña with the proviso "x x x that my sister Margarita Pacres is giving me an equivalent area of 50 square meters, in exchange of the portion sold to hereunder Cecilia Ygoña, the vendee."

[17] Exhibit "25" dated March 1, 1983.

[18] Exhibit "27" dated February 8, 1984.

[19] Exhibit "26". It stated that Lot No. 9-A was awarded to Ygoña and it ordered the dispossession of Margarita and Francisco's shares.

[20] Exhibit "26" dated October 25, 1985. It contained the following allegations:

x x x x

II Plaintiffs are among the co-owners of a pro-indiviso parcel of land which they and the herein defendants brothers and sisters, inherited from their father x x x

III Recently, plaintiffs were verily informed and therefore allege that herein defendants PACRES on one hand and defendant Cecilia Ygoña on the other, connived, confederated and mutually helped one another in having the former's undivided shares, consisting of 492 square meters sold clandestinely in favor of the latter (Cecilia Ygoña), a stranger, without giving written notice to the other pro-indiviso co-owners, in violation of Article 1623, New Revised Civil Code of the Philippines;

x x x x

V Proper demands were made upon the defendants, for plaintiffs' desire to redeem the undivided portions purchased clandestinely by defendant Cecilia Ygoña, but the latter refused and ignored and still continue to refuse and ignore the said plaintiffs' plea;

x x x x

VII Plaintiffs are likewise verily informed and so allege that the price or consideration stated in the deeds of sale have been jacked up, for obvious reasons, hence the consideration stated in the said deeds of sale are not reasonable, and therefore it should be fixed or determined first so that the correct and reasonable redemption price could be consigned and/or paid accordingly, pursuant to law x x x

[21] CA-G.R. CV No. 14654. Exhibit "33".

[22] Entry of Judgment in G.R. No. 97185. Exhibit "35".

[23] Rollo, p. 67.

[24] Id. at 57.

[25] Exhibit "N".

[26] Civil Case No. R-32715, RTC Decision, p. 5.

[27] Id. at 6.

[28] Records, pp. 1-8.

[29] Id. at 37-43.

[30] Id. at 183-201.

[31] Id. at 224-225.

[32] CA rollo, pp. 138-150.

[33] Id. at 153-154.

[34] Rollo, p. 235.

[35] Id. at 235.

[36] Paterno v. Paterno, G.R. No. 63680, March 23, 1990, 183 SCRA 630, 636.

[37] Pagsibigan v. People, G.R. No. 163868, June 4, 2009; Gaje v. Vda. De Dalisay, G.R. No. 158762, April 3, 2007, 520 SCRA 272, 283.

[38] Ygoña started her occupation of the front lot in 1984 by authority of the writ of possession issued in her favor; while Ramirez' possession began in 1968 by virtue of the contract of lease and continues until the present by virtue of the sale by heirs Rodrigo, Francisco, Simplicia and Margarita.

[39] Exhibit "26".

[40] Extrajudicial admissions are those made out of court, or in a judicial proceeding other than the one under consideration. Francisco, Evidence, 2[nd] Ed. (1994), p. 33.

[41] Rules of Court, Rule 130, Section 26. "The act, declaration or omission of a party as to a relevant fact may be given in evidence against him."

[42] See Quimpo, Sr. v. Vda. De Beltran, G.R. No. 160956, February 13, 2008, 545 SCRA 174, 182-184; Arrogante v. Deliarde, G.R. No. 152132, July 24, 2007, 528 SCRA 63, 71; Avila v. Barabat, G.R. No. 141993, March 17, 2006, 485 SCRA 8, 17; Vda. De Ape v. Court of Appeals, G.R. No. 133638, April 15, 2005, 456 SCRA 193, 208-210; Maestrado v. Court of Appeals, 384 Phil. 418, 431-433 (2000); Crucillo v. Intermediate Appellate Court, 375 Phil. 777, 793-794 (1999); Tan v. Lim, 357 Phil. 452, 470-472 (1998); Hernandez v. Andal, 78 Phil. 196, 203 (1947).

[43] Exhibit "1".

[44] Records, p. 140.

[45] Id. at 3.

[46] Young v. Court of Appeals, 251 Phil. 189, 193-195 (1989).

[47] Rules of Court, Rule 130, Section 9.

[48] See MOF Company, Inc. v. Shin Yang Brokerage Corporation, G.R. No. 172822, December 18, 2009; Mendoza v. Philippine Air Lines, Inc., 90 Phil. 836, 846-847 (1952).

[49] See Lechugas v. Court of Appeals, 227 Phil. 310, 319 (1986).

[50] Records, p. 92.

[51] Republic v. Court of First Instance, 144 Phil. 643, 648-650 (1970).

[52] While petitioners' Verification (attached to the Complaint) (RTC Records, p. 8) confirms that they opposed respondent Ygoña's motion to withdraw the deposit in Civil Case No. CEB-14150, the records before the Court is silent regarding the nature of and the grounds for the opposition.

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