

**ALFREDO REMITERE, ET AL., PLAINTIFFS AND APPELLANTS, VS.
REMEDIOS MONTINOLA VDA. DE YULO, ET AL., DEFENDANTS AND
APPELLEES.**

G.R. No. 19751. February 28, 1966

Ponente: ZALDIVAR. J.

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ZALDIVAR. J.:

This is an appeal from the order of the Court of First Instance of Negros Occidental dismissing the complaint in its Civil Case No. 6377.

On December 6, 1961 the plaintiffs-appellants, Alfredo Remitere et al., filed a complaint against the defendants-appellees, Remedios Montinola viuda de Yulo and the Register of Deeds of Negros Occidental, the pertinent allegations of which complaint, for the purposes of this decision, are as follows:

"2. In Cadastral Decrees Nos. 69518 and 69515 issued by the Court of First Instance of Negros Occidental on August 21, 1918. copies of which are herewith attached as Annexes "A" and "B" and made an integral part of this complaint, Gregorio Remitere was declared the registered owner of Lots Nos. 35 and 52 of the Cadastral Survey of Isabela, with areas 4.4731 and 29.7398 hectares respectively. These lots were issued the corresponding Original Certificates of Title under the Land Registration Act, being 10894 and 10898.

"3. Upon the demise of Gregorio Remitere on January 1, 1914, the Court of First Instance of Negros Occidental, in Civil Case No. 1661, Re-Application for Letters of Administration, appointed his wife as administratrix of his estate, among which are the two lots in question.

"During this period, the provincial sheriff of Negros Occidental, conducted a public auction sale over the said parcels of land, and on the same day, September 23, 1918, he issued thereof a deed of sale in favor of Mariano Yulo of Binalbagan, Negros Occidental, for the total consideration of P20.000.00. Copy of the deed of sale is herewith attached as Annex "C" and formed part of this complaint.

"4. As a result, series of cancellations to the Original Certificates of Titles mentioned in paragraph 2 hereof had followed.

First, they were cancelled by Transfer Certificates of Titles Nos. 2819 and 2820, registered in the name of Mariano C. Yulo by virtue of the Certificate of Sale issued by the provincial sheriff of Negros Occidental. They were in turn cancelled by R-T 602 and R-T 4706, by virtue of reconstitution of titles. Then these were

cancelled by T-532 and T-2979, by virtue of deeds of sales registered in the name of Remedios Montinola Vda. de Yulo, the defendant herein.

"5. The public sale mentioned in article 3 of this complaint, however, was and still is absolutely a void sale, and certainly did not pass titles and ownership of said lots, starting from its primitive owner, now being represented by the plaintiffs herein, as surviving heirs thereto, until it reaches the possession by the defendant.

"That by reason of its invalidity, all and every benefits that the transferees, including the defendant herein, had acquired from the parcels of land in question, should lie indemnified to the plaintiffs.

"And that, in order to justify their rights and interests pursuant to the mandates prescribed by law over said lots and discontinue the irreparable losses and damages that they are still sustaining, on account of the perverted transfer 'of September 23, 1918, the same should be reverted to their immediate possessions and titles."

The complaint prayed that the defendants be ordered to reconvey the two lots in question to the plaintiffs; that the defendant Register of Deeds be ordered to cancel the certificates of titles in the name of the defendant Remedios Montinola viuda de Yulo and to issue new ones in the names of the plaintiffs; and that the defendants pay the costs.

The defendants-appellees filed a motion to dismiss the complaint on the grounds (1) that the complaint does not state a cause of action, and (2) that even assuming that a cause of action exists, the same has already prescribed.

The lower court dismissed the complaint precisely on the grounds relied upon by the defendants-appellees. Hence this appeal.

In this appeal the plaintiffs-appellants contend that the trial court erred: (1) in declaring that the complaint contains no narration of facts; (2) in holding that the complaint states no cause of action; and (3) in holding that the plaintiffs' cause of action, if any, has already prescribed.

We find that the lower court had correctly dismissed the complaint.

The lack of a cause of action as a ground for dismissal must appear on the face of the complaint, and to determine whether the complaint states a cause of action only the facts alleged therein, and no other, should be considered. A reading of the complaint in this case will readily impress one that no ultimate facts which may constitute the basis of plaintiffs-appellants rights which had been violated are alleged. Neither are there allegations of ultimate facts showing acts or omissions on the part of the defendants-appellees which constitute a violation of the rights of plaintiffs-appellants. Apparently, the plaintiffs-appellants rely on the allegations of paragraphs 3 and 5 of the complaint for their cause of action. Paragraph 3 states:

"3. Upon the demise of Gregorio Remitere on January 1, 1914, the Court of First Instance of Negros Occidental, in Civil Case No. 1661, Re-Application for Letters of Administration, appointed his wife as administratrix of his estate, among which are the two lots in question.

"During this period, the provincial sheriff of Negros Occidental, conducted a public auction sale over the said parcels of land, and on the same day, September 23, 1918, he issued thereof a deed of sale in favor of Mariano

Yulo of Binalbagan, Negros Occidental, for the total consideration of P20,000.00. * * *"

The allegations embodied in the above quoted paragraph are mere averments or recitals of facts that do not establish any right or claim on the part of the plaintiffs. The allegations do not state any connection that the plaintiffs have with the deceased Gregorio Remitere, nor do they state what connection or claim the plaintiffs have on the properties left by the deceased Gregorio Remitere. The allegation about the sale at public auction does not state in what way the rights or interests of the plaintiffs had been affected, nay prejudiced, by that sale.

Again, paragraph 5 of the complaint states:

"5. The public sale mentioned in paragraph 3 of this complaint, however, was and still is absolutely a void sale, and certainly did not pass titles and ownership of said lots, starting from its primitive owner, now being represented by the plaintiffs herein, as surviving heirs thereto, until it reaches the possession by the defendants.

"That by reason of its invalidity, all and every benefits that the transferees, including the defendant herein, had acquired from the parcels of land in question, should be indemnified to the plaintiffs."

It is not stated anywhere in the complaint why the sale at public auction was absolutely void, nor were there stated any particular facts or circumstances upon which the alleged nullity of the sale or transaction is predicated. The averment that "the public sale * * * was and still is absolutely a void sale, and certainly did not pass titles and ownerships of said lots, starting from its primitive owner, now being represented by the plaintiffs herein, as surviving heirs thereto, until it reaches the possession by the defendants * * *" is a conclusion of law or an inference from facts not stated in the pleading. A pleading should state the ultimate facts essential to the rights of action or defense asserted, as distinguished from a mere conclusion of fact, or conclusion of law. An allegation that a contract is valid or void, as in the instant case, is a mere conclusion of law.

"General allegations that a contract is valid or legal, or is just, fair and reasonable, are mere conclusions of law. Likewise, allegations that a contract is void, voidable, invalid, illegal, ultra vires or against public policy, without stating facts showing its invalidity, are mere conclusions of law; as are allegations that a contract is in conformity with, or in violation of a constitutional or statutory provision, x x x." (71 C.J.S. pp. 44-45) (italics supplied)

Not being statements of ultimate facts which constitute the basis of a right of the plaintiffs-appellants, nor are they statements of ultimate facts which constitute the wrongful acts or omissions of the defendants-appellees that violated the right of the plaintiffs-appellants the allegations of the complaint in the present case have not fulfilled the requirements of Section 3, Rule 6 of the Revised Rules of Court (Sec. 1, Rule 6 of the former Rules of Court) that the complaint should contain a "concise statement of the ultimate facts constituting the plaintiff's cause or causes of action."

This Court has defined the term "cause of action" as follows:

"A cause of action has been defined by the Supreme Court as an act or omission of one party in violation of the legal right or rights of the other; and its essential elements are legal right of the plaintiff, correlative obligations of the defendant, and act or omission of the defendant in violation of said legal right. (Ma-ao Sugar Central Co. Inc. vs. Barrios, et al, L-1539, Dec. 30, 1947).

The term "ultimate facts" has been defined or explained as follows:

"Ultimate facts defined.—The term "ultimate facts" as used in sec. 3, Rule 3 of the Rules of Court, means the essential facts constituting the plaintiff's cause of action. A fact is essential if it cannot be stricken out without leaving the statement of the cause of action insufficient. * * *" (Moran, Rules of Court, Vol. 1, 1963 ed. p. 213).

"Ultimate facts are important and substantial facts which either directly form the basis of the primary right and duty, or which directly make up the wrongful acts or omissions of the defendant. The term does not refer to the details of probative matter or particulars of evidence by which these material elements are to be established. It refers to principal, determinate, constitutive facts, upon the existence of which, the entire cause of action rest." (Montemayor vs. Raborar, et al., 53 Off. Gaz. No. 19, p. 659G, citing Pomeroy, Code Remedies, 5th Ed. sec. 420).

We, therefore, hold that the lower court had correctly ruled that the complaint in the present case does not narrate facts that constitute a cause of action. ,

Having arrived at the foregoing conclusion, We deem it not necessary to discuss whether the lower court had correctly ruled that the plaintiffs cause of action, if any, had prescribed or not.

Wherefore, the order of dismissal appealed from is affirmed, with costs against the plaintiffs-appellants.

Bengzon, C.J., Concepcion, Reyes, J. B. L., Dizon, Regala, Makalintal, Bengzon, J. P. and Sanchez, JJ., concur.

Order affirmed.

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