

RAFAEL O. RAMOS, PLAINTIFF AND APPELLANT, VS. HIJOS DE I. DE LA RAMA ET AL., DEFENDANTS AND APPELLEES.

G.R. No. 5524. March 21, 1910

Ponente: TORRES, J.

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TORRES, J.:

On July 23, 1907, Rafael O. Ramos brought suit in the Court of First Instance of Occidental Negros, alleging in his complaint, among other things, the following: That on the 13th of the previous month of .May, Martin Grosin, as deputy sheriff of the province, Manuel Lopez, on petition of the firm known as The Sons of I. de la Rama, proceeded to attach 20 carabaos, consisting of 10 castrated carabaos, 7 female carabaos, and 3 calves, belonging to the plaintiff, which attachment was not set aside, notwithstanding the protest made by their owner who had already planted in seed beds 100 cavanos of rice required for 100 hectares of land which, without the use of the attached carabaos, would not be set out and the plaintiff would thereby be damaged to the extent of P5,000, wherefore he asked that judgment be rendered against the defendants directing them to return to the plaintiff the said 20 carabaos thus attached, and condemning them to the payment of P5,000 as damages, in addition to the costs of the trial and the imposition of the other penalties expressed in the complaint.

The defendants having been summoned, Valentin Inventor in his answer stated that he admitted the facts alleged in the complaint and asked that the case be dismissed.

By order of the court of August 16, issued on petition of the plaintiff, the defendant Manuel Lopez was declared in default.

The other defendants, the firm of The Sons of I. de la Rama and Martin Grosin, in answer to the complaint, set forth that they denied each and all of the allegations contained in each and all of the paragraphs of the complaint, with the exception of those in paragraph 1 of the same; and as a special defense they alleged that the carabaos claimed belonged to the defendant Valentin Inventor; that the pretended right of ownership of the plaintiff Ramos is based on an alleged public document of transfer said to have been executed by the defendant Inventor in favor of the said plaintiff Ramos on the 14th of September, 1906; that the said transfer was a sham, contrary to law, and made with the intent to defraud the said firm, the creditor of the said Inventor; wherefore they prayed that the complaint be dismissed, with the costs against the plaintiff.

By written motion of November 11, 1907, the plaintiff asked permission to amend paragraph 3 of the complaint so that it would read: "that he duly protested against the said attachment, and presented the corresponding document of intervention to the defendants, Martin Grosin and Manuel Lopez, notwithstanding which intervention the attachment has not been raised."

On January 24, 1908, the case was heard and the evidence was adduced by both parties, the documents exhibited being attached to the record, and the court, on May 8 of the same year, rendered judgment in the case, declaring null and void the instrument of September 14, 1906, Exhibit No. 1, executed by Valentin Inventor evidencing the sale of the carabaos in question to Rafael O. Ramos, as the sale was contrary to law, and that the said stock must

therefore be considered as belonging to Valentin Inventor, and discharged all the defendants, without express finding as to the costs. To this decision the plaintiff filed exception and by petition of May 12, 1908, requested a new trial on the grounds that the judgment was contrary to law and that the findings of fact therein set forth were manifestly contrary to the weight of the evidence. This petition was denied and exception thereto was taken by the plaintiff, who duly presented the corresponding bill of exceptions which was approved, certified, and forwarded to this court, together with the record of the evidence taken at the trial.

This litigation concerns a claim made by Rafael O. Ramos, as intervener, for the return to him of 20 carabaos which were attached on petition of the firm of The Sons of I, de la Rama, which claim is based on the alleged fact that he is the owner of these animals and that they no longer belong to Valentin Inventor, the debtor of the said firm.

It not being shown in the record that when Valentin Inventor transferred the said carabaos to the intervener Ramos, for a consideration, there existed against the said Valentin any condemnatory judgment or that any writ of attachment of his property had been issued, it is not permissible to presume the said contract of sale to have been executed in fraud of the said creditor firm, under the provisions of article 1297 of the Civil Code.

Upon the supposition that the carabaos in question were really sold by their owner on September 14, 1906, as stated in the notarial certificate, Exhibit 1 of the plaintiff, the provisions of the Civil Code would not apply to the contract of sale, inasmuch as contracts of purchase and sale and of transfer of large cattle are governed and regulated by special laws in force in these Islands, and only in case of a deficiency in the latter would the provisions of the Civil Code be applied, as prescribed by article 16 of the said code.

Act No. 1147 provides, in section 13, that municipal treasurers shall enter in a book, duly prepared and kept for the purpose, all transfers of large cattle, which entry shall set forth the name and residence of the owner, the name and residence of the purchaser, the purchase price of the animal or the consideration for the sale, the class, sex, age, brands, and other marks of identification of the animal, and a reference by number to the original certificate of ownership, with the name of the municipality which issued it.

Section 14 provides that on making the entry of transfer prescribed by the preceding section, the municipal treasurer shall issue to the purchaser of the animal a certificate of transfer expressing the details set forth in the said article, etc.

Section 22 of the said Act provides that:

"No transfer of large cattle shall be valid unless registered and a certificate of transfer secured as herein provided."

The certificate, Exhibit E, issued by the deputy treasurer of the pueblo of Hog, Occidental Negros, shows that in the registry books of transfer of large cattle on file in his office, there is no entry whatever of the transfer of large cattle by Valentin Inventor to the plaintiff Rafael O. Ramos.

So that, in the sale of the 20 carabaos attached, with others, as set forth in the notarial document above referred to, the said special law, Act No. 1147, was violated. This law clearly and expressly requires the registration of all transfers of large cattle made in these Islands, and to this effect section 22 declares that no transfer of large cattle shall be valid without the registration and the issuance of the certificate mentioned in the said sections 13 and 14.

Article 4 of the Civil Code declares that "Acts executed against the provisions of law are void, excepting the cases in which said law orders their validity."

The special law to which the alleged contract of purchase and sale of the 20 carabaos concerned is subject,

provides, as already shown, that no transfer of large cattle shall be valid that has not been registered and certified to by the municipal official charged with keeping the books of registration of such acts and issuing the proper certificates.

If that which is not valid in law is entirely null and cannot be maintained before the courts, it is unquestionable that when the 20 carabaos were attached on May 13, 1907, and which were then in the possession of Valentin Inventor, these animals were owned by the latter and did not belong to the plaintiff Rafael O. Ramos, notwithstanding the notarial instrument of sale of the same issued on September 14 of the previous year; inasmuch as the said sale or transfer of carabaos, animals properly designated as large cattle, and undoubtedly comprised within the provisions of the aforesaid special law, was not valid and is therefore as void as if it had not been made, because the attempted sale was effected in manifest violation of the aforementioned special law, as the record shows that it was not registered, and no certificate could be exhibited showing the transfer of the carabaos.

If the carabaos were not legally transferred by sale to the plaintiff and continued to belong to Valentin Inventor on the date of the attachment, notwithstanding his allegation that he held them by virtue of a lease agreed upon with the purchaser, it must be considered that they are his property and that they were duly attached on petition of the creditor firm of The Sons of I. de la Rama. The instrument of transfer and sale of the said carabaos, dated September 14, 1906, does not prevail against this consideration, for the reason that by that document the law is not complied with, nor are acts thereby confirmed which were not valid.

For the foregoing reasons, accepting in part those contained in the judgment appealed from and denying the claim of intervention by the plaintiff with respect to the attached carabaos, which are the property of Valentin Inventor, we are of the opinion that the defendants should be and they are hereby acquitted of the complaint, with the costs against the appellant. So ordered.

Arellano, C. J., Mapa, Johnson, Carson, and Moreland, JJ., concur.

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