

**MOISES JOCSON, PETITIONER, VS. HON. COURT OF APPEALS,
AGUSTINA JOCSON-VASQUEZ, ERNESTO VASQUEZ, RESPONDENTS.***G.R. No. 55322. February 16, 1989*

Ponente: MEDIALDEA, J.

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This is a petition for review on certiorari under Rule 45 of the Rules of Court of the decision of the Court of Appeals in CA-G.R. No. 63474, promulgated on April 30, 1980, entitled "MOISES JOCSON, plaintiff-appellee, versus AGUSTINA JOCSON-VASQUEZ and ERNESTO VASQUEZ, defendant-appellants," upholding the validity of three (3) documents questioned by Moises Jocson, in total reversal of the decision of the then Court of First Instance of Cavite, Branch I, which declared them as null and void; and of its resolution, dated September 30, 1980, denying therein appellee's motion for reconsideration.

Petitioner Moises Jocson and respondent Agustina Jocson-Vasquez are the only surviving offsprings of the spouses Emilio Jocson and Alejandra Poblete, while respondent Ernesto Vasquez is the husband of Agustina. Alejandra Poblete predeceased her husband without her intestate estate being settled. Subsequently, Emilio Jocson also died intestate on April 1, 1972.

As adverted to above, the present controversy concerns the validity of three (3) documents executed by Emilio Jocson during his lifetime. These documents purportedly conveyed, by sale, to Agustina Jocson-Vasquez what apparently covers almost all of his properties, including his one-third (1/3) share in the estate of his wife, Petitioner Moises Jocson assails these documents and prays that they be declared null and void and the properties subject matter therein be partitioned between him and Agustina as the only heirs of their deceased parents.

The documents, which were presented as evidence not by Moises Jocson, as the party assailing its validity, but rather by herein respondents, are the following:

1) "Kasulatan ng Bilihan ng Lupa," marked as Exhibit 3 (pp. 12-13, Records) for the defendant in the court a quo, dated July 27, 1968. By this document Emilio Jocson sold to Agustina Jocson--Vasquez six (6) parcels of land, all located at Naic, Cavite, for the sum of ten thousand (P10,000.00) pesos. On the same document Emilio Jocson acknowledged receipt of the purchase price, thus:

"Na ngayon, alang-alang sa halagang SAMPUNG LIBONG PISO (P10,000) salaping pilipino na aking tinanggap ng buong kasiyahan boob at ang pagkakatanggap ay aking hayagang inaamin sa pamamagitan ng kasulatang ito, sa aking anak na si Agustina Jocson, na may sapat na gulang, mamamayang Pilipino, asawa ni Ernesto Vasquez, at naninirahan sa Poblacion, Naic, Cavite, ay aking ipinagbile ng lubusan at kagyat at walang ano mang pasubali ang nabanggit na anim na pirasong lupa na nasa unang dahon ng dokumentong ito, sa nabanggit na Agustina Jocson, at sa kaniyang taga-pagmana o makakahalili at gayon din nais kong banggitin na kahit na may kamurahan ang ginawa kong pagbibile ay dahil sa ang nakabile ay aking anak na mahal sa akin at mapaglingkod, madamayin at ma-ala-lahanin, na tulad din ng isa ko pang anak na lalaki. Ang kuartang tinanggap ko na P10,000.00, ay gagamitin ko sa aking katandaan at mga huling araw at sa aking mga ibang mahahalagang pangangailangan. [underscoring supplied]"

"Na nais ko ring banggitin na ang ginawa kong ito ay hinde labag sa ano mang batas o kautusan, sapagkat ang aking pinagbile ay akin at nasa aking pangalan. Ang mga lupang nasa pangalan ng aking nasirang asawa ay hinde ko ginagalaw ni pinakiki-alaman at iyon ay dapat na hatiin ng dalawa kong anak alinsunod sa umiiral na batas (p. 13, Records)."

2) "Kasulatan ng Ganap na Bilihan," dated July 27, 1968, marked as Exhibit 4 (p. 14, Records). On the face of this document, Emilio Jocson purportedly sold to Agustina Jocson-Vasquez, for the sum of FIVE THOUSAND (P5,000.00) PESOS, two rice mills and a camarin (camalig) located at Naic, Cavite. As in the first document, Moises Jocson acknowledged receipt of the purchase price:

"Na alang-alang sa halagang LIMANG LIBONG PISO (P5,000) salaping pilipino na aking tinanggap ng buong kasiyahan loob sa aking anak na Agustina Jocson x x x. Na ang halagang ibinayad sa akin ay may kamurahan ng kaunti ngunit dahil sa malaking pagtingin ko sa kaniya x x x kaya at pinagbile ko sa kaniya ang mga nabanggit na pagaari kahit na hindi malaking halaga x x x (p. 14, Records)."

3) Lastly, the "Deed of Extrajudicial Partition and Adjudication with Sale," dated March 9, 1969, marked as Exhibit 2 (p. 10-11, Records), whereby Emilio Jocson and Agustina Jocson-Vasquez, without the participation and intervention of Moises Jocson, extrajudicially partitioned the unsettled estate of Alejandra Poblete, dividing the same into three parts, one-third (1/3) each for the heirs of Alexandra Poblete, namely: Emilio Jocson, Agustina Jocson-Vasquez and Moises Jocson. By the same instrument, Emilio sold his one-third (1/3) share to Agustina for the sum of EIGHT THOUSAND (P8,000.00) PESOS. As in the preceding documents, Emilio Jocson acknowledged receipt of the purchase price:

"Now for and in consideration of the sum of only eight thousand (P8,000.00) pesos, which I, the herein Emilio Jocson had received from my daughter Agustina Jocson, do hereby sell cede, convey and transfer, unto the said Agustina Jocson, her heirs and assigns, administrators and successors in interests, in the nature of absolute and irrevocable sale, all my rights, interest, shares and participation, which is equivalent to one third (1/3) share in the properties herein mentioned and described, the one third being adjudicated unto Agustina Jocson and the other third (1/3) portion being the share of Moises Jocson. (p. 11, Records)."

These documents were executed before a notary public, Exhibits 3 and 4 were registered with the Office of the Register of Deeds of Cavite on July 29, 1968 and the transfer certificates of title covering the properties therein in the name of "Emilio Jocson, married to Alejandra Poblete," were cancelled and new certificates of title were issued in the name of Agustina Jocson-Vasquez. Exhibit 2 was not registered with the Office of the Register of Deeds.

Herein petitioner filed his original complaint (Record on Appeal, p. 27, Rollo) on June 20, 1973 with the then Court of First Instance of Naic, Cavite (docketed as Civil Case No. TM-531), and which was twice amended. In his Second Amended Complaint (pp. 47-58, Record on Appeal), herein petitioner assailed the above documents, as aforementioned, for being null and void.

It is necessary to partly quote the allegation of petitioner in his complaint for the reason that the nature of his causes of action is at issue, thus:

"8. [With regard the first document, that] the defendants, through fraud, deceit, undue pressure and influence and other illegal machinations were able to induce, led, and procured their father x x x to sign [the] contract of sale x x x, for the simulated price of P10,000.00, which is a consideration that is shocking to the conscience of ordinary man and despite the fact that said defendants have no work or livelihood of their own x x x; that the sale is null and void, also, because it is fictitious, simulated and fabricated contract x x x (pp. 52-53, Record on Appeal). [underscoring supplied]

"xxx xxx xxx

"12. [With regards the second and third document, that they] are null and void because the consent of the father, Emilio Jocson, was obtained with fraud, deceit, undue pressure, misrepresentation and unlawful machinations and trickeries committed by the defendant on him; and that the said contracts are simulated, fabricated and fictitious, having been made deliberately to exclude the plaintiff from participating and with the dishonest and selfish motive on the part of the defendants to defraud him of his legitimate share on said properties [subject matter thereof]; and that without any other business or employment or any other source of income, defendants who were just employed in the management and administration of the business of their parents, would not have the sufficient and ample means to purchase the said properties except by getting the earnings of the business or by simulated consideration x x x (pp. 54-55, Record on Appeal)." [underscoring supplied]

Petitioner explained that there could be no real sale between a father and daughter who are living under the same roof, especially so when the father has no need of money as the properties supposedly sold were all income-producing. Further, petitioner claimed that the properties mentioned in Exhibits 3 and 4 are the unliquidated conjugal properties of Emilio Jocson and Alejandra Poblete which the former, therefore, cannot validly sell (pp. 53, 57, Record on Appeal). As far as Exhibit 2 is concerned, petitioner questions not the extrajudicial partition but only the sale by his father to Agustina of the former's 1/3 share (p. 13, Rollo).

The trial court sustained the foregoing contentions of petitioner (pp. 59-81, Record on Appeal). It declared that the considerations mentioned in the documents were merely simulated and fictitious because: 1) there was no showing that Agustina Jocson-Vasquez paid for the properties; 2) the prices were grossly inadequate which is tantamount to lack of consideration at all; and 3) the improbability of the sale between Emilio Jocson and Agustina Jocson-Vasquez, taking into consideration the circumstances obtaining between the parties; and that the real intention of the parties were donations designed to exclude Moises Jocson from participating in the estate of his parents. It further declared the properties mentioned in Exhibits 3 and 4 as conjugal properties of Emilio Jocson and Alejandra Poblete, because they were registered in the name of "Emilio Jocson, married to Alexandra Poblete" and ordered that the properties subject matter of all the documents be registered in the name of herein petitioners and private respondents.

On appeal, the Court of Appeals in CA-G.R. No. 63474-R rendered a decision (pp. 29-42, Rollo) and reversed that of the trial court's, and ruled that:

"1. That insofar as Exhibits 3 and 4 are concerned the appellee's complaint for annulment, which is indisputably based on fraud, and undue influence, is now barred by prescription, pursuant to the settled rule that an action for annulment of a contract based on fraud must be filed within four (4) years, from the discovery of the fraud, x x x which in legal contemplation is deemed to be the date of the registration of said document with the Register of Deeds x x x and the records admittedly show that both Exhibits 3 and 4, were all registered on July 29, 1968, while on the other hand, the appellee's complaint was filed on June 20, 1973, clearly beyond the aforesaid four-year prescriptive period provided by law;

"2. That the aforesaid contracts, Exhibits 2, 3, and 4, are decisively not simulated or fictitious contracts, since Emilio Jocson actually and really intended them to be effective and binding against him, as to divest him of the full dominion and ownership over the properties subject of said assailed contracts, as in fact all his titles over the same were all cancelled and new ones issued to appellant Agustina Jocson Vasquez x x x;

"3. That in regard to Exhibit 2, the same is valid and subsisting, and the partition with sale therein made by and between Emilio Jocson and Agustina Jocson Vasquez, affecting the 2/3 portion of the subject properties described therein have all been made in accordance with Article 996 of the New Civil Code on intestate succession, and the appellee's (herein petitioner) remaining 1/3 has not been prejudiced (p. 41-42, Rollo)."

In this petition for review, Moises Jocson raised the following assignment of errors:

I. HAS THE RESPONDENT COURT OF APPEALS ERRED IN CONCLUDING THAT THE SUIT FOR THE ANNULMENT OF CONTRACTS FILED BY PETITIONERS WITH THE TRIAL COURT IS "BASED ON FRAUD" AND NOT ON ITS INEXISTENCE AND NULLITY BECAUSE OF ITS BEING SIMULATED OR FICTITIOUS OR WHOSE CAUSE IS CONTRARY TO LAW, MORALS AND GOOD CUSTOMS?

II. HAS THE RESPONDENT COURT OF APPEALS ERRED IN CONCLUDING THAT THE COMPLAINT FILED BY PETITIONER IN THE TRIAL COURT IS BARRED BY PRESCRIPTION?

III. HAS THE RESPONDENT COURT OF APPEALS ERRED IN NOT DECLARING AS INEXISTENT AND NULL AND VOID THE CONTRACTS IN QUESTION AND IN REVERSING THE DECISION OF THE TRIAL COURT? (p. 2, Rollo)

I.

The first and second assignment of errors are related and shall be jointly discussed.

According to the Court of Appeals, herein petitioner's causes of action were based on fraud. Under Article 1330 of the Civil Code, a contract tainted by vitiated consent, as when consent was obtained through fraud, is voidable; and the action for annulment must be brought within four years from the time of the discovery of the fraud (Article 1391, par. 4, Civil Code), otherwise the contract may no longer be contested. Under present jurisprudence, discovery of fraud is deemed to have taken place at the time the covenant was registered with the Register of Deeds (*Gerona vs. De Guzman*, No. L-19060, May 29, 1964, 11 SCRA 163). Since Exhibits 3 and 4 were registered on July 29, 1968 but Moises Jocson filed his complaint only on June 20, 1973, the Court of Appeals ruled that insofar as these documents were concerned, petitioner's "annulment suit" had prescribed.

If fraud were the only ground relied upon by Moises Jocson in assailing the questioned documents, We would have sustained the above pronouncement. But it is not so. As pointed out by petitioner, he further assailed the deeds of conveyance on the ground that they were without consideration since the amounts appearing thereon as paid were in fact merely simulated.

According to Article 1352 of the Civil Code, contracts without cause produce no effect whatsoever. A contract of sale with a simulated price is void (Article 1471; also Article 1409 [3]), and an action for the declaration of its nullity does not prescribe (Article 1410, Civil Code; See also; *Castillo v. Galvan*, No. L-27841, October 20, 1978, 85 SCRA 526). Moises Jocson's action, therefore, being for the judicial declaration of nullity of Exhibits 3 and 4 on the ground of simulated price, is imprescriptible.

II.

For petitioner, however, the above discussion may be purely academic. The burden of proof in showing that contracts lack consideration rests on he who alleged it. The degree of proof becomes more stringent where the documents themselves show that the vendor acknowledged receipt of the price, and more so where the documents were notarized, as in the case at bar. Upon consideration of the records of this case, We are of the opinion that petitioner has not sufficiently proven that the questioned documents are without consideration.

Firstly, Moises Jocson's claim that Agustina Jocson-Vasquez had no other source of income other than what she derives from helping in the management of the family business (ricefields and ricemills), and which was insufficient to pay for the purchase price, was contradicted by his own witness, Isaac Bagnas, who testified that Agustina and her husband were engaged in the buy and sell of palay and rice (p. 10, t.s.n, January 14, 1975). Amazingly, petitioner himself and his wife testified that they did not know whether or not Agustina was involved in some other business (p. 40, t.s.n., July 30, 1974; p. 36, t.s.n., May 24, 1974).

On the other hand, Agustina testified that she was engaged in the business of buying and selling palay and rice even before her marriage to Ernesto Vasquez sometime in 1948 and continued doing so thereafter (p. 4, t.s.n., March 15, 1976). Considering the foregoing and the presumption that a contract is with a consideration (Article 1354, Civil Code), it is clear that petitioner miserably failed to prove his allegation.

Secondly, neither may the contract be declared void because of alleged inadequacy of price. To begin with, there was no showing that the prices were grossly inadequate. In fact, the total purchase price paid by Agustina Jocson-Vasquez is above the total assessed value of the properties alleged by petitioner. In his Second Amended Complaint, petitioner alleged that the total assessed value of the properties mentioned in Exhibit 3 was P8,920; Exhibit 4, P3,500; and Exhibit 2, P24,840, while the purchase price paid was P10,000, P5,000, and P8,000, respectively, the latter for the 1/3 share of Emilio Jocson from the paraphernal properties of his wife, Alejandra Poblete. And any difference between the market value and the purchase price, which as admitted by Emilio Jocson was only slight, may not be so shocking considering that the sales were effected by a father to her daughter in which case filial love must be taken into consideration (*Alsua-Betts vs. Court of Appeals*, No. L-46430-31, April 30, 1979, 92 SCRA 332).

Further, gross inadequacy of price alone does not affect a contract of sale, except that it may indicate a defect in the consent, or that the parties really intended a donation or some other act or contract (Article 1470, Civil Code) and there is nothing in the records at all to indicate any defect in Emilio Jocson's consent.

Thirdly, any discussion as to the improbability of a sale between a father and his daughter is purely speculative which has no relevance to a contract where all the essential requisites of consent, object and cause are clearly present.

There is another ground relied upon by petitioner in assailing Exhibits 3 and 4, that the properties subject matter therein are conjugal properties of Emilio Jocson and Alejandra Poblete. It is the position of petitioner that since the properties sold to Agustina Jocson-Vasquez under Exhibit 3 were registered in the name of "Emilio Jocson, married to Alejandra Poblete," the certificates of title he presented as evidence (Exhibits "E" to "J", pp. 4-9, Records) were enough proof to show that the properties covered therein were acquired during the marriage of their parents, and, therefore, under Article 160 of the Civil Code, presumed to be conjugal properties.

Article 160 of the 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."

In *Cobb-Perez vs. Hon. Gregorio Lantin*, No. L--22320, May 22, 1968, 23 SCRA 637, 644, We held that:

"Anent their claim that the shares in question are conjugal assets, the spouses Perez adduced not a modicum of evidence, although they repeatedly invoked article 160 of the New Civil Code which provides that x x x. As interpreted by this Court, the party who invokes this presumption must first prove that the property in controversy was acquired during the marriage. In other words, proof of acquisition during the coverture is a condition sine qua non for the operation of the presumption in favor of conjugal ownership. Thus in *Camia de Reyes vs. Reyes de Ilano* [62 Phil. 629, 639], it was held that 'according to law and jurisprudence, it is sufficient to prove that the property was acquired during the marriage in order that the same may be deemed conjugal property.' In the recent case of *Maramba vs. Lozano, et. al.* [L?21533, June 29, 1967, 20 SCRA 474], this Court, thru Mr. Justice Makalintal, reiterated that 'the presumption under Article 160 of the Civil Code refers to property acquired during the marriage,' and then concluded that since 'there is no showing as to when the property in question was acquired x x x the fact that the title is in the wife's name alone is determinative.' Similarly, in the case at bar, since there is no evidence as to when the shares of stock were acquired, the fact that they are registered in the name of the husband alone is an indication that the shares

belong exclusively to said spouse."

This pronouncement was reiterated in the case of *Ponce de Leon vs. Rehabilitation Finance Corporation*, No. L-24571, December 18, 1970, 36 SCRA 289, and later in *Torela vs. Torela*, No. L--27843, October 11, 1979, 93 SCRA 391.

It is thus clear that before Moises Jocson may validly invoke the presumption under Article 160 he must first present proof that the disputed properties were acquired during the marriage of Emilio Jocson and Alejandra Poblete. The certificates of title, however, upon which petitioner rests his claim is insufficient. The fact that the properties were registered in the name of "Emilio Jocson, married to Alejandra Poblete" is no proof that the properties were acquired during the spouses' coverture. Acquisition of title and registration thereof are two different acts. It is well settled that registration does not confer title but merely confirms one already existing (See *Torela vs. Torela*, supra). It may be that the properties under dispute were acquired by Emilio Jocson when he was still a bachelor but were registered only after his marriage to Alejandra Poblete, which explains why he was described in the certificates of title as married to the latter.

Contrary to petitioner's position, the certificates of title show, on their face, that the properties were exclusively Emilio Jocson's, the registered owner. This is so because the words "married to" preceding "Alejandra Poblete" are merely descriptive of the civil status of Emilio Jocson (*Litam v. Rivera*, 100 Phil, 354; *Stuart v. Yatco*, No. L-16467, April 27, 1962, 4 SCRA 1143; *Magallon v. Montejo*, G.R. No. L-73733, December 16, 1986, 146 SCRA 282). In other words, the import from the certificates of title is that Emilio Jocson is the owner of the properties, the same having been registered in his name alone, and that he is married to Alejandra Poblete.

We are not unmindful that in numerous cases We consistently held that registration of the property in the name of only one spouse does not negate the possibility of it being conjugal (See *Bucoy vs. Paulino*, No. L-25775, April 26, 1968, 23 SCRA 248). But this ruling is not inconsistent with the above pronouncement for in those cases there was proof that the properties, though registered in the name of only one spouse, were indeed conjugal properties, or that they have been acquired during the marriage of the spouses, and therefore, presumed conjugal, without the adverse party having presented proof to rebut the presumption (See *Mendoza vs. Reyes*, No. L-31618, August 17, 1983, 124 SCRA 154).

In the instant case, had petitioner, Moises Jocson, presented sufficient proof to show that the disputed properties were acquired during his parents' coverture, We would have ruled that the properties, though registered in the name of Emilio Jocson alone, are conjugal properties in view of the presumption under Article. 160. There being no such proof, the condition sine qua non for the application of the presumption does not exist. Necessarily, We rule that the properties under Exhibit 3 are the exclusive properties of Emilio Jocson.

There being no showing also that the camarin and the two ricemills, which are the subject of Exhibit 4, were conjugal properties of the spouses Emilio Jocson and Alejandra Poblete, they should be considered, likewise, as the exclusive properties of Emilio Jocson, the burden of proof being on petitioner.

ACCORDINGLY, the petition is DISMISSED and the decision of the Court of Appeals is AFFIRMED.

SO ORDERED.

Narvasa, Cruz, Gancayco, and Grino-Aquino, JJ., concur.

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