

SPOUSES SALVACION SERRANO LADANGA AND AGUSTIN S. LADANGA, PETITIONERS, VS. COURT OF APPEALS AND BERNARDO S. ASENETA, AS GUARDIAN OF THE INCOMPETENT CLEMENCIA A. ASENETA, RESPOND...

G.R. No. 55999. August 24, 1984

Ponente: AQUINO, J.

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AQUINO, J.:

The spouses Salvacion Serrano and Doctor Agustin S. Ladanga appealed from the decision of the Court of Appeals (affirming the decision of the Manila Court of First Instance), declaring void the sale to Salvacion by her aunt, Clemencia A. Aseneta, of the 166-square-meter lot with a house located at 1238 Sison Street, Paco, Manila for nonpayment of the price of P26,000. It ordered the register of deeds of Manila to issue a new title to Clemencia.

The said spouses were further ordered to pay to Clemencia's estate P21,000 as moral and exemplary damages and attorney's fees and to render to Bernardo an accounting of the rentals of the property from April 6, 1974.

The Appellate Court and Judge Jose C. Colayco found that Clemencia, a spinster who retired as division superintendent of public schools at 65 in 1961, had a nephew named Bernardo S. Aseneta, the child of her sister Gloria, and a niece named Salvacion, the daughter of her sister Flora. She legally adopted Bernardo in 1961 (Exh. B).

On a single date, April 6, 1974 (when Clemencia was about 78 years old), she signed nine deeds of sale in favor of Salvacion, for various real properties. One deed of sale concerned the said Paco property (administered by the Ladanga spouses) which purportedly was sold to Salvacion for P26,000 (Exh. C). The total price involved in the nine deeds of sale and in the tenth sale executed on November 8, 1974 was P92,200.

On the witness stand, Clemencia denied having "received even one centavo" of the price of P26,000 (15, 16, 32 tsn August 16, 1976), much less the P92,000. She considered the allegation that she received the price as a lie, exclaiming on the witness stand: "Susmaryosep! P92,000!" (15, 28-30 tsn August 16, 1976). This testimony was corroborated by Soledad L. Maninang, 69, a dentist with whom Clemencia had lived for more than thirty years in Kamuning, Quezon City.

The notary testified that the deed of sale for the Paco property was signed in the office of the Quezon City registry of deeds. He did not see Salvacion giving any money to Clemencia.

In May, 1975, Bernardo, as guardian of Clemencia, filed an action for reconveyance of the Paco property, accounting of the rentals and damages. Clemencia was not mentally incompetent but she was placed under guardianship because she was an easy prey for exploitation and deceit.

Parenthetically, it should be stated that she died on May 21, 1977 at the age of 80. She allegedly bequeathed her

properties in a holographic will dated November 23, 1973 to Doctor Maninang. In that will she disinherited Bernardo. The will was presented for probate (Exh. 22-A and 22-C).

The testate case was consolidated with the intestate proceeding filed by Bernardo in the sala of Judge Ricardo L. Pronove at Pasig, Rizal. He dismissed the testate case. He appointed Bernardo as administrator in the intestate case (p. 23, Bernardo's brief).

As already stated, in the instant case, the trial court and the Appellate Court declared void the sale of the Paco property. The Ladanga spouses contend that the Appellate Court disregarded the rule on burden of proof. This contention is devoid of merit because Clemencia herself testified that the price of P26,000 was not paid to her. The burden of the evidence shifted to the Ladanga spouses. They were not able to prove the payment of that amount. The sale was fictitious.

The Ladanga spouses argue that the Appellate Court erred in not considering that inadequacy of price may indicate a donation or some other contract; in disregarding the presumption that the sale was fair and regular and for a sufficient consideration; in overlooking important facts and in not holding that Bernardo had no right to file a complaint to annul the sale.

As a rule, only important legal issues, as contemplated in section 4, Rule 45 of the Rules of Court, may be raised in a review of the Appellate Court's decision. This case does not fall within any of the exceptions to that rule (2 Moran's Comments on the Rules of Court, 1979 Ed. p. 475; Ramos vs. Pepsi-Cola Bottling Co., 125 Phil. 701).

The questions ventilated by the Ladangas in their briefs and in their comment of April 3, 1984 may be reduced to the issue of the validity of the sale which the vendor Clemencia herself assailed in her testimony on August 16 and December 3, 1976 when she was eighty years old. Her testimony and that of the notary leave no doubt that the price of P26,000 was never paid.

A contract of sale is void and produces no effect whatsoever where the price, which appears therein as paid, has in fact never been paid by the purchaser to the vendor (Meneses Vda. de Catindig vs. Heirs of Catalina Roque, L-25777, November 26, 1976, 74 SCRA 83, 88; Mapalo vs. Mapalo, 123 Phil. 979, 987; Syllabus, Ocejo, Perez & Co. vs. Flores and Bas, 40 Phil. 921).

Such a sale is inexistent and cannot be considered consummated (Borromeo vs. Borromeo, 98 Phil. 432; Cruzado vs. Bustos and Escaler, 34 Phil. 17; Garanciang vs. Garan-ciang, L-22351, May 21, 1969, 28 SCRA 229).

It was not shown that Clemencia intended to donate the Paco property to the Ladangas. Her testimony and the notary's testimony destroyed any presumption that the sale was fair and regular and for a true consideration.

Judge Colayco concluded that the Ladangas abused Clemencia's confidence and defrauded her of properties with a market value of P393,559.25 when she was already 78 years old.

The contention that Bernardo had no right to institute the instant action because he was not a compulsory heir of Clemencia cannot be sustained. Bernardo was Clemencia's adopted son. Moreover, Clemencia, by testifying in this case, tacitly approved the action brought in her behalf.

But the moral damages awarded by the trial court is not sanctioned by articles 2217 to 2220 of the Civil Code. Clemencia's own signature in the deed brought about the mess within which she was entangled.

WHEREFORE, the judgment of the Appellate Court is affirmed with the modification that the adjudication for moral and exemplary damages is discarded. No costs.

SO ORDERED.

Concepcion, Jr., Guerrero, Escolin, and Cuevas, JJ., concur.

Makasiar, J., (Chairman), no part.

Abad Santos, J., reserves his vote.

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