

ALBINO CAMACHO, PLAINTIFF AND APPELLANT, VS. THE MUNICIPALITY OF BALIUAG, PROVINCE OF BULACAN, DEFENDANT AND APPELLEE.*G.R. No. 9363. November 24, 1914*

Ponente: TRENT, J.

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This is an action to quiet title to two parcels of land situated in the poblacion of the municipality of Baliuag, Province of Bulacan. The admitted facts in this case are that these lots were occupied by a school and municipal building, respectively, belonging to the municipal government from very early times. In 1895 the central government claimed the land and ordered its sale at public auction. This sale occurred July 8, 1895. The plaintiff's bid of P300 was accepted. Title was accordingly issued to him and the sale was registered the following year—1896. Notwithstanding this public sale, the municipality continued to occupy the lots and to collect the rents from several tenants whose dwellings were located thereon. In fact, it appears that its possession of the land had been undisturbed by anyone except the central government (in 1895) until the institution of this action in 1908. In other words, the plaintiff has never made any pretense to rely upon his documents of title between the date of his purchase in 1895 and shortly before he instituted the present action in 1908.

The plaintiff testified that he had lost his documents of title in the revolution of 1898 and did not recover them until the month of April, 1908. During this period of time he had merely tolerated the possession of the municipality as he had no proof sufficient to establish his title. The documents of title had been returned to him by his attorney. His attorney testified that the documents had been given to him by a third person whose name he refused to reveal and that, the plaintiff being a friend of his, he had taken them to him.

The municipality introduced the deposition of Father Prada, now residing in Spain, who was the parish priest of the municipality from 1889 to 1898, when he was compelled to leave on account of the revolution. The affiant declared that when the Insular Government claimed the land and proceeded to advertise it for sale, a number of the principal people had an unofficial conference with him at which they requested him to furnish the money with which to buy the land in order that it might be retained by the municipality, with the understanding that the latter would repay him at a future date. He agreed to do this and chose the plaintiff to appear at the auction and bid for the property, furnishing him the money. According to the affiant, it was in this capacity that the plaintiff purchased the land at the public auction, with the affiant's money. Upon receiving the documents of title, the plaintiff turned them over to the affiant, who kept them in his office continuously until 1898, when he was obliged to leave the municipality and did not take them with him.

A number of reputable citizens of the municipality who had been raised in the municipality and had held offices in the local government, both before and after American occupation, testified that the plaintiff represented either the municipality or Father Prada at the sale, although they did not exactly agree as to which of these two furnished the money. As justly remarked by counsel for the defendant, however, this is a question which it is unnecessary to

investigate in this action, as either theory is sufficient to defeat the plaintiff's claim of purchase in his own behalf. A number of tenants of this land also testified that they had always paid rent to the municipality and never to the plaintiff.

It was also shown that the plaintiff was an officer of the local government in various capacities at different times since 1896, and that he had subscribed to official acts of the municipal council in which the municipality's claim of ownership of the land was clearly set forth. The municipal market was built in 1895 and witnesses for the defense testified without contradiction that the material in the former municipal building was used in its construction. It is further admitted that the municipality collected the rents from these parcels from 1895 until 1898, when plaintiff claims to have lost his documents of title. To assume that this alleged loss was a sufficient excuse for his acquiescing in the acts of ownership performed by the municipality between the years 1898 and 1908, when he first disputed the possession of the municipality, would be a most charitable view of the plaintiff's case. But he offers no explanation of his acquiescence in the possession of the municipality between 1895 and 1898, during which time he must have had possession of his documents of title by his own testimony. On this point also, he is directly contradicted by Father Prada, who testified that he it was who had possession of these documents during this period.

It seems unnecessary to enter into an extended discussion of the evidence of record. The facts testified to by the witnesses for the defendant are so clearly established as to leave no doubt whatever of their authenticity, and the only question is whether they ought to be admitted to vary the terms of the plaintiff's deed.

There have been a number of cases before this court in which a title to real property was acquired by a person in his own name while acting in a fiduciary capacity, and who afterwards sought to take advantage of the confidence reposed in him by claiming the ownership of the property for himself. This court has invariably held such evidence competent as between the fiduciary and the cestui que trust.

In *Uy Aloe vs. Cho Jan Ling* (19 Phil. Rep., 202), the members of a Chinese club agreed to purchase some real property and for that purpose subscribed a fund and placed it in the hands of the defendant, who made the purchase in his own name. Subsequently, he refused, to account for the rents on the property and claimed it as his own. This court held parol proof of the trust sufficient to overcome the case in favor of the defendant by reason of his registered documents of title, and decreed that a conveyance be made by the defendant to the members of the association.

In *Taguinot vs. Municipality of Tanay* (9 Phil. Rep., 396), the plaintiffs, as heirs of their father, sought to recover possession of a parcel of land held by the municipality on the strength of a Spanish patent issued to him. It was proved (largely by parol evidence) that their father acted on behalf and at the expense of the municipality in securing the patent. The patent was retained by the *gobernadorcillo*, a copy only being issued to the patentee. The latter also drew up a private document engaging to execute a conveyance to the municipality, the same being offered in evidence. The municipality had continuously occupied the land since the issuance of the title. The judgment of the court below dismissing the complaint was affirmed.

In the following cases of a similar character, parol evidence was held not sufficient to overcome the case made out by the holder of the registered title: *Belen vs. Belen* (13 Phil. Rep., 202); *Garen vs. Pilar* (17 Phil. Rep., 132); *Balatian vs. Agra* (17 Phil. Rep., 501). *Agonoy vs. Ruiz* (11 Phil. Rep., 204), and *Madariaga vs. Castro* (20 Phil. Rep., 563), were both cases wherein one person was delegated by a community of property owners to secure in his own name a patent from the Spanish Government covering all their lands, the object being to save the expense of obtaining individual patents in the name of each. After securing these patents, the therein grantees ejected their neighbors from the land covered by the patents and respectively claimed the land as their own. The evidence

tending to establish these facts was considered by the court in both cases. Relief by reformation of the patent or a compulsory conveyance to the injured persons was denied in each case, because the rights of an innocent third purchaser intervened. But in the first case the injured persons were held' entitled to damages, provided they were able to establish the same. In the second case, however, the court presumed a waiver of their claims by reason of other evidence of record. The fact that the parol evidence relied upon in the cases cited in this paragraph to defeat the documents of title was carefully considered by the court, impliedly admits its competency. It failed in its purpose in these cases merely because it was not sufficiently strong to overcome the case in favor of the holders of the registered titles.

We hold, therefore, that the parol evidence introduced by the defendant municipality was competent to defeat the terms of the plaintiff's deed. It need only be added that in all such cases as the present we have required and shall continue to require that the proof contradicting such documents must be clear and convincing. These qualities are apparent in the proof offered by the defendant municipality in the case at bar.

What judgment ought to be entered in this case? The court below simply absolved the defendant from the complaint. The defendant municipality does not ask for a cancellation of the deed. On the contrary, the deed is relied upon to supplement the oral evidence showing that the title to the land is in the defendant. As we have indicated in *Consunji vs. Tison* (15 Phil. Rep., 81), and *Uy Aloe vs. Cho Jan Ling* (19 Phil. Rep., 202), the proper procedure in such a case, so long as the rights of innocent third persons have not intervened, is to compel a conveyance to the rightful owner. This ought and can be done under the issues raised and the proof presented in the case at bar.

For the foregoing reasons the judgment of the court below, absolving the defendant from the complaint, is affirmed; and it is directed that the plaintiff execute a conveyance of the property in dispute, now standing on the property registry in his name, to the defendant municipality.

It may be added that this judgment can affect no right which Father Prada may have against the municipality for the recovery of the purchase money, which he alleges to have furnished. The costs will be against the appellant.

Arellano, C. J., Torres, Johnson, Carson, and Araullo, JJ., concur.

CONCURRING

MORELAND, J.

I agree to the decision in this case, but I think the discussion of the law upon which the decision is based is misleading and will give a wrong impression unless attention is called to it. The decision raises and discusses the question as to when parol evidence is admissible to vary, alter or contradict the terms of a written instrument. That question is not in the case in any sense and has no bearing whatever on the resolution of the question presented.

As is seen from reading the decision, the only question involved is whether the plaintiff bought the land from the Insular Government on his own behalf and with his own money or for and on behalf of the municipality and with money of the latter; in other words, whether he holds the land for and on behalf of the municipality or whether he holds it as owner. There is nothing in this question which, in the remotest way, involves that of the admissibility of parol evidence.

It should be noted, in the first place, that there is no written instrument between the plaintiff and the municipality,

that is, between the parties to the action; and there is, therefore, no possibility of the question arising as to the admissibility of parol evidence to vary or contradict the terms of an instrument. The written instrument, that is, the conveyance on which plaintiff bases his action, was between the Insular Government and the plaintiff, and not between the municipality and the plaintiff; and, therefore, there can arise, as between the plaintiff and defendant, no question relative to varying or contradicting the terms of a written instrument between them. Thus, when the decision states that "the facts testified to by the witnesses for the defendant are so clearly established as to leave no doubt whatever of their authenticity, and the only question is whether they ought to be admitted to vary the terms of the plaintiff's deed," it is apparent, in my judgment, that the nature of the question presented for resolution is misunderstood.

In the second place, the evidence presented by the defendant, whether parol or documentary, was not offered, for the purpose of varying or contradicting the terms of the deed between the Insular Government and the plaintiff. Nobody seeks to destroy that deed or to alter, vary, or contradict its terms in any way. That conveyance, just as it stands, is the basis of defendant's rights in this action. It is admitted that that deed was made precisely as it stands and that its terms are exactly in accordance with the wishes of the parties who made it. No one is seeking to alter, vary or contradict it. The evidence is offered for the purpose of showing that the plaintiff, in taking that deed, the terms of which are absolutely undisputed, was acting as the agent of the municipality and that he received that deed for and on behalf of the municipality and that he will, therefore, be compelled, at the suit of the municipality, to transfer to it the lands described therein. In other words, the evidence was offered, not to vary the terms of a written instrument, but to establish what the decision calls a trusteeship; and all relevant and material evidence, whether oral or documentary, is admissible for that purpose.

In the light of these observations, the statement of the court that "we hold, therefore, that the parol evidence introduced by the defendant municipality was competent to destroy the terms of the plaintiff's deed," appears to be based on a misunderstanding of the nature of the case and of the objects which the action was intending to secure. Why attempt to vary the terms of, plaintiff's deed? That is the very thing the defendant is depending on to establish the trusteeship from which springs plaintiff's liability to deed the property to the municipality. The municipality is not trying to vary or contradict or destroy plaintiff's deed; in fact, it is the purpose of the municipality to establish that deed, just as it stands, as, without the deed from the Insular Government to plaintiff, the municipality would be unable to prove the trusteeship upon which it depends to obtain a conveyance from the plaintiff. Moreover, if we destroy plaintiff's deed; then a deed from plaintiff to the municipality would be defective, because the registry of property would show no title in the plaintiff which he could transfer to the municipality. The only reasons why the court orders a transfer from the plaintiff to the municipality is because the plaintiff has title, actually and according to the record, of land which belongs to the municipality. If he does not have that title, then a deed from him to the municipality is without proper basis, there being absent a link in the chain of title, and, if the court holds that the evidence in this case destroys plaintiff's deed, then, at the same time, it destroys, so far as the record goes, the value of a deed from him to the municipality; for, if the plaintiff has no title, he can confer none.

The law, relative to parol evidence is set out in section 285 of the Code of Civil Procedure. That section reads:

"When the terms of an agreement have been reduced to writing by the parties, it is to be considered as containing all those terms, and therefore there can be, between the parties and their representatives or successors in interest, no evidence of the terms of agreement other than the contents of the writing, except in the following cases:

"1. Where a mistake or imperfection of the writing, or its failure to express the true intent and agreement of the parties, is put in issue by the pleadings;

"2. Where the validity of the agreement is the fact in dispute. But this section does not exclude other evidence of the circumstances under which the agreement was made, or to which it relates, or to explain an intrinsic ambiguity, or to establish its illegality or fraud. The term 'agreement includes deeds and instruments conveying real estate, and wills as well as contracts between parties."

It will be noted that the admissibility of parol evidence which affects the terms of a written agreement must be raised by one of the parties to that agreement against the other, or by his representative or successor in interest. In the case before us the parties to the instrument are not the parties to the action, nor are their representatives or successors in interest; and, therefore, the question of the admissibility of parol evidence cannot arise.

Even if the case before us were one in which the question of the admissibility of parol evidence could arise, such evidence would not be admissible for the reason that it does not fall within any of the exceptions mentioned by the section above quoted. There was neither a mistake nor an imperfection in the instrument, nor did it fail to express the true intent and agreement of the parties; the validity of the instrument is not a fact in dispute; there is no ambiguity; and it is not attacked for fraud or illegality. Thus it is seen, as already stated, that, if the question of the admissibility of parol evidence were a question in the case, such evidence would have to be rejected because the conditions required to make it admissible are not present. The existence of the instrument in its present form and with all of its terms intact is one of the fundamental and necessary bases of defendant's right to obtain a transfer from the plaintiff to it; and its only hope of justifying its contention is based on the existence of that instrument in its present form and with its present terms unchanged by parol or other evidence.

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