

[G. R. No. 18697. September 12, 1922]

MANUEL CARRATALA, PLAINTIFF AND APPELLEE, VS. QUINTILLANA SAMSON, PAULE TABOTABO, AND ESTANISLAO LABUCAY, DEFENDANTS AND APPELLANTS.

D E C I S I O N

MALCOLM, J.:

As the incidents of this case have become somewhat confused with the proof adduced in the criminal prosecution of one of the defendants, the best approach to a solution of the questions raised by the appeal is a brief, accurate, and chronological narration of the facts.

Manuel Carratala and Quintillana Samson were married in 1907 in the city of Cebu. The wife brought to the marriage as paraphernal property a parcel of land situated in Cebu. Subsequently, Carratala contracted leprosy and in 1912 was taken to the Culion leper colony. He remained in the colony, however, but a brief time, because on putting up a bond, he was permitted to come to the city of Manila and from there to take passage for Hongkong and Spain. Carratala resided in Spain until 1921, when he returned to the Philippines. During this time, he was in frequent communication with his mother, Feliciana Enriquez, a resident of Cebu, who forwarded his letters to the wife for her perusal. Notwithstanding, Quintillana Samson, being disgusted with her absent and leprous husband, began action in 1919 in the Court of First Instance of Cebu for a judicial declaration of absence of her spouse as provided by law, which, however, was denied in a judgment rendered by Judge of First Instance Wislizenus. Not at all discouraged by this decision, Quintillana Samson was married to Paule Tabotabo by the justice of the peace of Tuburan, Cebu, on June 24, 1920.

The property in question was included in a cadastral survey in 1916 and title was declared in the name of "Quintillana Samson, the wife of Manuel Carratala." On January 12, 1921, Quintillana Samson sold the property to Estanislao Labucay for the sum of P10,000, with the right of repurchase within four years; the document mentioned the Torrens title. Later, Labucay attempted to have his purchase noted on the certificate of title, but this was

refused by the register of deeds, on the ground that the title was in the name of Quintillana Samson, wife of Manuel Carratala, and not of Paule Tabotabo.

Two actions, the one criminal, and the other civil, have grown out of the foregoing state of affairs. In the criminal action, Quintillana Samson was found guilty of bigamy in the Court of First Instance of Cebu, affirmed on appeal to this court. (People vs. Samson, R. G. No. 18568, promulgated July 20, 1922.)^[1] In the civil action, which is now before us, Manuel Carratala prayed that a judgment issue declaring null and void the sale with right of repurchase made by Quintillana Samson in favor of Estanislao Labucay, of the property described in the complaint. After the defendants Samson, Tabotabo, and Labucay had interposed their answer, which was a general denial of the allegations of the complaint, the trial judge rendered judgment in favor of the plaintiff and against the defendants declaring illegal, null, and void the document of sale signed and executed by Quintillana Samson, with the consent of Paule Tabotabo, in favor of Estanislao Labucay, of the property in question, and ordered Estanislao Labucay, to return to the plaintiff this property, with the costs against the defendants.

The marriage contracted by Quintillana Samson and Paule Tabotabo was illegal and void from the beginning. (Marriage Law, sec. III.) Quintillana Samson could not legally, without the permission or authorization of her husband, Manuel Carratala, alienate her property or bind herself except in the cases and within the limitations established by law. (Civil Code, arts. 61, 1387; Gavieres vs. Administrators of Peña, and Robinson [1909], 13 Phil., 449 Mercado vs. Tan-Lingco [1916], 34 Phil., 793.) While by the common law the deed of a married woman is not merely voidable but absolutely void, it is probably more accurate to state that by the civil law the deed of a married woman is voidable at the option of the husband and his heirs. (Civil Code, arts. 65, 1301.)

What has been said disposes of all the errors assigned by the appellants, with the exception of the last. This assignment reads: "The lower court erred in ordering appellant Estanisiao Labucay to turn over the property to the plaintiff without making mention of Mr. Labucay's right as an innocent party to reimbursement of the purchase price paid by him to appellants Paule and Quintillana, even though Exhibit A were declared illegal." The order of the trial court that the property be returned to the custody of the plaintiff was proper, subject, of course, to the right of the wife to the management of the paraphernal property, as authorized by law. (Civil Code, art. 1384.) Consequently, the only serious question remaining relates to the necessity of the plaintiff reimbursing the purchaser Labucay in the amount paid by the latter for the property.

It will be noted that the complaint asks that the sale be declared null and void, without making any offer of reimbursement, while the answer is merely a general denial. It seems fairly evident also that Labucay must have been aware of the cadastral survey in Cebu, for considerable commotion is usually aroused by such a survey, while his deed makes especial mention of the Torrens title, and he has never been able to register his title. The policy of the law forbids all dealings with a *feme covert*, unless conducted in the manner prescribed by statute, and it throws the risk in every case on the party that knowingly deals with her. The plaintiff has never received a centavo of the P10,000, and, as an inmate of San Lazaro Hospital, would be in no position to return the same. If Labucay has any remedy, it is by separate action against Quintillana Samson and Manuel Carratala.

Finding no reversible error, judgment is affirmed, with costs against the appellants. So ordered.

Araullo, C. J., Johnson, Street, Avanceña, Villamor, Ostrand, Johns, and Romualdez, JJ., concur.

^[1]Not Reported
