

[G.R. No. 3240. February 08, 1907]

PABLO B. TRINIDAD, ADMINISTRATOR OF THE ESTATE OF MARIA SALOME VIRGENES, PLAINTIFF AND APPELLANT, VS. LUCAS RICAFORT ET AL., DEFENDANTS AND APPELLEES.

D E C I S I O N

WILLARD, J.:

On the 21st of July, 1886, Doroteo Ricafort, claiming to be the owner of the property described in the complaint, sold it to Carolina Gonzales Calderon for 1,230 pesos, reserving the right to repurchase it within eighteen months from said date. On the 11th of December, 1894, Carolina Gonzales Calderon resold the property to Doroteo Ricafort for the sum of 1,230 pesos. The latter died on the 18th day of July, 1896, intestate, and without having made any conveyance or other disposition of this property. He left as his only heirs Maria Salome Virgenes and the defendant, Lucas Ricafort, his recognized natural child. Maria Salome Virgenes died intestate on the 29th of May, 1900, and the plaintiff was on the 21st of October, 1903, appointed administrator of her estate, and as such administrator he brought this action to procure the cancellation of various inscriptions of the property made in the Registry of Property in the name of the defendant Lucas Ricafort, and to have conveyances thereof made by Lucas Ricafort declared void. Judgment was rendered in the court below in favor of the defendants and the plaintiff appealed.

That judgment was based upon the finding that on the 11th of December, 1894, the right of Doroteo Ricafort to repurchase the property had expired and that it belonged exclusively to Carolina Gonzales Calderon. The court also found that the repurchase made on the last-named date was made with money furnished by the defendant, Lucas Ricafort, and for his use and benefit, Doroteo Ricafort at that time promising to transfer the property to Lucas Ricafort or to arrange the matter in his will.

These findings of the court can not be sustained. Eighteen months, the term fixed in the deed of 1886, had expired at the time of the repurchase in 1894, but the deed of resale

furnishes conclusive evidence that the right of Doroteo Ricafort to rebuy the property had not expired. That deed recites the sale made in 1886 with the right of repurchase and contains the following statement:

“Segundo. Que habiendo reintegrado a la exponente el expresado D. Doroteo Ricafort y Francisco los indicados mil doscientos treinta pesos precio de la susodicha venta antes de vencer la ultima prorroga que se le habia concedido para retraer las mencionadas fincas.”

There is nothing in the case to contradict this declaration.

Two witnesses testified that a few days prior to the 11th of December, 1894, they accompanied the defendant Lucas Ricafort when he took to the office of his father, Doroteo Ricafort, 2,600 pesos. They also stated that this money was the money of the defendant, Lucas Ricafort, and that they understood that it was to be used for the repurchase of the land in controversy. One of the witnesses testified that Doroteo said that when he made his will he was going to direct that a statement be made therein that the property in question was the property of Lucas. The defendant, Lucas Ricafort, testified that after the repurchase his father delivered to him the document of 1886 with the memorandum at the foot thereof to the effect that the land had been repurchased.

Almost all of the evidence in the case is opposed to the finding of the court below that the repurchase of this property was made in the name of Doroteo Ricafort for the benefit of the defendant Lucas Ricafort. Among other items of such evidence are the following.

On the 28th of March, 1898, the defendant, Lucas Ricafort, commenced in the Court of First Instance of Manila proceedings for the purpose of obtaining a possessory information on the land in question. The petition then signed by him contains the following statement:

“Segundo. Que las descritas fincas las he adquirido de D. Doroteo Ricafort y Francisco por sucesion intestada en diez y ocho de Julio de mil ochocientos noventa y seis.”

Lucas Ricafort testified at the trial that his father delivered to him the document above-mentioned on the 25th of December, 1894, as a Christmas present because in the preceding

month of November he had given him 2,600 pesos for the purchase of the property, and Lucas then said that that was his best Christmas present because it recalled a memorable occasion, namely, the anniversary of the death of his mother. He also testified that his father was delivering to him other papers to prove the transfer of this property to his name which Lucas did not wish to accept, but his father told him that he ought to accept them because they would recall the anniversary of the death of his mother, the repurchase of the property having taken place on that date.

It plainly appears from all of the evidence in the case that at the time of the death of Doroteo Ricafort he was still the owner of whatever interest was acquired by the repurchase of this property in 1894, and that if the 2,600 pesos was furnished by Lucas Ricafort to his father for that purpose it was so furnished by way of a loan and did not transfer to Lucas Ricafort any interest in the property. As to this defendant, therefore, the judgment of the court below can not be sustained.

The defendant, Antonio Boncan, on the 11th of November, 1904, bought from the defendant, Lucas Ricafort, one of the tracts of land described in the complaint for the sum of 1,600 pesos, there being reserved in the deed the right to the vendor to repurchase the property within two years from the said date, and the defendant Boncan claims that when he bought this piece of property the possessory information above referred to had been inscribed in the Registry of Property in the name of Lucas Ricafort, his vendor, and that in making the purchase he relied upon such inscription. We have seen that at the time Lucas Ricafort was not, in fact, the owner of all the property conveyed by him to the defendant, Boncan, and the question is, What effect had the inscription of the possessory information in his name upon the rights of the other heirs of Doroteo Ricafort?

Article 33 of the Mortgage Law provides as follows:

“The record of instruments or contracts which are null in accordance with the law are not validated thereby.”

Article 34 of the same law provides that a purchaser from one who appears from the registry to be the owner of the property acquires under certain circumstances a good title thereto although the vendor may not be, in fact, the owner. That part of the article so providing can have no application to this case because in the same article there is found the following statement:

“The provisions of this article may at no time be applied to the instrument recorded in accordance with the provisions of article 390, unless the prescription has validated or secured the interest referred to therein.”

Moreover, article 394 of the same law provides in part as follows:

“Entries of possession shall prejudice or favor third persons from the date of their record, but only with regard to the effects which the laws attribute to mere possession.”

The defendant, Boncan, is therefore not protected by the fact that a possessory information was inscribed in the Registry of Property in the name of his grantor.

Nor was there any proof to bring the case within the doctrine of estoppel, as that is declared in section 333, paragraph 1, of the Code of Civil Procedure. There was evidence in the case of some admissions made by Maria Salome Virgenes during her lifetime and by Juana Ricafort, one of her heirs, to the effect that Lucas Ricafort was the owner of the property, but there was no evidence that any of these statements ever came to the knowledge of the defendant, Boncan, or that he ever acted upon them in any way. In order to create an estoppel it is necessary to prove not only conduct of the person sought to be estopped but also that the person claiming the estoppel knew of such conduct and relied and acted upon it to his damage.

Macario Lim was also made a defendant in the case. It appeared that on the 9th of March, 1903, Lucas Ricafort sold that part of the property described under letter B to this defendant, reserving the right in the deed to repurchase the same within eight years from the date of the said sale. This deed and others of a similar nature which had been before executed by Lucas Ricafort were recorded in the Registry of Property, but this defendant can derive no more benefit from this inscription than can the other defendant, Boncan, because they all go back to the inscription of the possessory information.

As to the estoppel in regard to this defendant, he testified that he talked with Juana Ricafort twice in his house in regard to a purchase of the property before he paid the money therefor and that she told him that Lucas was the owner thereof. It appears that Juana Ricafort lived in a small house upon the property and that Macario Lim is the father of the wife of Lucas Ricafort. She testified that she went to the house of Macario Lim once about two years after

the death of Maria Salome Virgenes, which would place her visit in the year 1902, and then told him that Lucas Ricafort could not sell or mortgage the property. Upon this question of estoppel the court below made no finding of fact, and in view of the denial of Juana Ricafort of this alleged admission, we can not say that the estoppel is proved.

The defendants, Boncan and Macario Lim, have therefore no more rights in the property than has their vendor, the defendant Lucas Ricafort.

Lucas Ricafort, Maria Salome Virgenes, and Juana Ricafort were in possession of the property from the death of Doroteo Ricafort in 1896 to the death of Maria Salome Virgenes in 1900, and since that time Juana Ricafort and Lucas Ricafort, together with Augusto Ricafort, one of the heirs of Maria Salome Virgenes, have been in possession of the property. During all the time elapsed since the death of Doroteo Ricafort, Lucas Ricafort has administered the property and made improvements thereon, paying therefor with his own money. The value of these improvements according to the evidence in the case is 8,000 pesos, but no account has been rendered by Lucas Ricafort of his administration of the property and no evidence was offered as to taxes paid by him during the last three or four years. Under the circumstances of this case, all the joint owners of the property living thereon, and repairs and improvements having been made during this time by one of such joint owners, we think the evidence is sufficient to show a consent to the making of such repairs by the owners other than Lucas Ricafort, and that they must share in the expense thereof, especially in view of the fact that there is evidence in the case that the buildings which he repaired were in a ruinous condition. (Civil Code, arts. 395, 397.)

Doroteo Ricafort treated this property as his own, but there is evidence in the case, furnished by Juana Ricafort as well as by the defendant Lucas Ricafort, to the effect that he was not the owner of all of it. The exact interest which he had therein we can not determine from the evidence before us.

The judgment of the court below is reversed, and the case remanded for the purpose (1) of determining the exact interest which Doroteo Ricafort had in this property at the time of his death, and (2) of stating an account between Lucas Ricafort and the estate of Maria Salome Virgenes in regard to the expenses incurred by Lucas Ricafort and the moneys received by him in his administration of the property since the death of Doroteo Ricafort. After such determination, judgment will be rendered fixing the rights of the parties in the property in question in accordance with the views hereinbefore expressed. No costs will be allowed to either party in this court.

After expiration of twenty days let judgment be entered in accordance herewith and ten days thereafter the record remanded to the court below for proper action. So ordered.

Arellano, C. J., Torres, Mapa, and Carson, JJ., concur.

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