

43 Phil. 163

[G. R. No. 16878. March 09, 1922]

SERAPIO BANAAD, APPLICANT AND APPELLEE, VS. ALEJANDRA CASTAÑEDA, OBJECTOR AND APPELLANT.

D E C I S I O N

ROMUALDEZ, J.:

This is an application by the spouses Serapio Banaad and Alexandra Suarez for the registration of a parcel of land of about 13 1/2 hectares, described in the plan Exhibit A, situated in the barrio of Dagatan, municipality of Bolores, Province of Tayabas, which they claim to have purchased from Francisco Alcala y Felizmeno for P24,000.

Alejandra Castañeda objects to the application so far as the northeastern portion of the land is concerned on the ground that it had been donated to her by Francisco Alcala (the predecessor in interest of the applicant spouses) by reason of her marriage with Vicente Alcala, the son of the said Francisco Alcala.

After due proceedings, the court *a quo* dismissed the opposition and decreed the registration of all the land, with the improvements thereon, in the name of the spouses Serapio Banaad and Alejandra Suarez.

Alejandra Castañeda brings now this appeal, assigning to the judgment of the lower court the following errors, to wit: Its failure to declare that the portion of land claimed by her is a part of the land donated to the claimant by her father-in-law, Francisco Alcala, because the area of the land sought to be registered exceeds that of the land sold by Francisco Alcala to the herein applicants; and the dismissal of the opposition of the appellant.

The record shows that all the land the registration of which is applied for and a portion to the north thereof belonged to Francisco Alcala, who had obtained a document of ownership therefor as evidenced by Exhibit E.

Exhibit 1, dated April 23, 1915, evidences the fact that Francisco Alcala donated a portion of this land to Alejandra Castañeda by reason of her marriage. This document does not state the area of the land donated. It simply says that the land contains 350 fruit-bearing coconut trees and 350 bearing flowers.

On April 5, 1919, Francisco Alcala sold to the herein applicants a parcel of land of about 7 1/2 hectares, described as being contiguous to the land of the vendor and that the boundary was a line of live hedges. According to the deed this land is planted with 1,400 fruit-bearing coconut trees and 500 not bearing. According to the preponderance of evidence the live hedges that served as boundary line are not between points 156-5-4-3-2, as the opponent would have us believe, but are in the line 16 or 7-8 or 17-1, that is to say, at the farthest northeastern part of the land described in plan Exhibit A. This circumstance alone is sufficient to make us conclude that the land claimed by the objector is not within that the registration of which is applied for in these proceedings.

The court *a quo* correctly decided this case as follows:

“In deciding the point at issue between the parties it should not be forgotten that the sale made by the deceased Francisco Alcala took place nearly four years after he had made the donation in favor of his daughter-in-law, Alejandra Castañeda. There is no reason for believing, gratuitously and without any satisfactory explanation, that the vendor, Francisco Alcala, had transferred to the Banaad spouses that portion now claimed by Alejandra Castañeda, supposing it to be true that this portion of land had been donated to her four years ago by the same person, as alleged by her. If the portion claimed by Alejandra Castañeda was part of the land donated to her, we would be forced to conclude that the deceased, Francisco Alcala, had revoked in part the donation that he had freely made to his daughter-in-law; however this hypothesis is untenable in view of the absence of any evidence showing that there was a cause or reason for so doing.

“The court’s attention was called to, and much stress has been laid upon, a circumstance appearing in Exhibit F, which is a document of compromise between Alexandra Castañeda, as the widow of the deceased Vicente Alcala, and one Enanata Rodel, the widow of the deceased Francisco Alcala. In the first paragraph of this document of compromise (page 3) it appears that the opponent waived all the rights and interests that she might have had in the lands sold by

the deceased Francisco Alcala to the Banaad spouses and particularly in the land described in the application and plan Exhibit A, including the portion of land now claimed by her, and it was further agreed between the objector and Rodel that in the event that the land given to her by Francisco Alcala did not contain 700 coconut trees, Rodel and her coheirs would be obliged to assign and transfer to the objector sufficient land situated in San Mateo so that the number of coconut trees may be the same as that existing on the land donated to her. If this document has any value at all, and the court believes that it has, it is undeniable that by virtue of said compromise the opponent Castañeda lost all grounds for objecting now to the registration of the lands described in the application and in the plan, because she had waived expressly all her rights and interests over any portion thereof. The objector assailed the validity of Exhibit F alleging that in an interview had with Rodel, they mutually agreed to annul the said document. The evidence to this effect presented by the objector in support of her contention has not proven conclusively, in the opinion of the court, this allegation, and the preponderance of the evidence leads us to conclude that no such annulment was made and that said contract is still binding between the parties thereto." (Bill of exceptions, pages 13-15.)

We find the evidence sufficient to support the conclusions of the court *a quo* and there is nothing in the record tending to show that any of the errors assigned was committed.

The judgment appealed from is affirmed and the appellant is sentenced to pay the costs of both instances. So ordered.

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