

SIMEONA BARCELONA, QUIRICO SAN GABRIEL, AND TEODORA SAN GABRIEL, PETITIONERS, VS. HILARION BARCELONA AND THE HONORABLE COURT OF APPEALS, RESPONDENTS.

G.R. No. L-9014. October 31, 1956

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

This is a petition to review by way of certiorari, a decision of the Court of Appeals affirming the judgment of the Court of First Instance of Laguna in a case of partition involving two lots with an area of approximately two hectares each, covered by certificates of title under the Torrens system. The facts as found by the Court of Appeals are as follows:

"A certain Leoncia Barcelona was the lawful wife of one Canuto Sanchez. The couple acquired out of their common funds two parcels of land of about four hectares now dedicated to palay, and located in the barrio of Puypuy Bay, Laguna, as well as some jewels valued at P2,000. Leoncia died on March 25, 1933, and on December 11, 1934, Hilarion Barcelona, a brother of the deceased, for himself and behalf of Simeona Barcelona, Quirico San Gabriel and Teodora San Gabriel instituted Special Proceedings No. 6585 in the Court of First Instance of Laguna for the issuance of letters of administration of the properties of said decedent, the records of which were destroyed during the last war. Consequently, the surviving spouse, Canuto Sanchez, was appointed administrator of the estate. As he could not afford to pay all the claims against the estate, Hilarion Barcelona, the eldest brother of the deceased paid all the total indebtedness in the sum of P1,070 (Exhibit (2, '2-A' and '2-B')). On October 29, 1940, Canuto Sanchez sold his share in the conjugal properties to Hilarion Barcelona (Exhibit '2'). Subsequently, in December 1940, Simeona Barcelona and Aniceto San Gabriel, who is now deceased and the father Quirico San Gabriel and Teodora San Gabriel, renounced their corresponding share in the intestate estate in favor of Hilarion Barcelona for having shouldered the claims against the estate. Consequently, Hilarion Barcelona commenced to possess actually, openly, publicly, continuously and under claim of title, adverse to all other claimants and exclusive of any other right and against the whole world for more than ten years, that portion of the estate ceded to him by his co-heirs, paying the corresponding real taxes from 1940 to 1953 (Exhibit '7'-7-A').

"However, on April 14, 1951, Simeona Barcelona, Quirico San Gabriel and Teodora San Gabriel filed the present action, claiming that in the settlement of the parties in the aforementioned Special Proceedings No. 6585, Canuto Sanchez, because of inability or unwillingness to meet to total indebtedness of the estate of his deceased wife, agreed to transfer, as in the fact he did transfer, as a sort of compromise and settlement to Hilarion and his co-heirs, the entire two parcels of land in question; that one week after the settlement was made, plaintiffs went to the house of defendant, and because the latter was only one who had shouldered the expenses of litigation and because said plaintiff did not have the money with which to reimburse him of their corresponding share therein, they all agreed that he was to take the possession and cultivation of the lands until after he would have been reimbursed of his expenses, in which even partition of the land was to be made; that in the months of November 1952, and May, 1945, plaintiff demanded the partition of the properties on the ground that probably appellee had already recovered his expenses out of the produce, but defendant told them

that he had not recovered them yet though he promise to give them palay, which he did, amounting to 15 cavans of the harvest of October 1945 and another 30 cavans in February, 1951, when he told plaintiffs that they did not have anymore share in the lands in litigation.

Answering the complaint, defendant avers that if he took possession of the parcels of land it was because he purchased the share of Canuto Sanchez consisting of one-half of the estate and that is his co-heirs renounced to the other half in his favor because of their inability to reimburse him of their share in the expenses of the litigation.

After trial, the lower court dismissed the complaint, declaring defendant as the sole and exclusive owner of the two parcels of land mentioned in paragraph 2 of the amended complaint. Not satisfied with the judgment plaintiffs appealed and now maintain that the lower court erred **, *."

It will be observed that the Court of Appeals found as a fact that Canuto Sanchez had sold his one-half share of the two lots in question to Hilarion Barcelona for a valuable consideration, by means of a private instrument. Appellants herein question the validity of the conveyance, but their contention is disposed of and denied by the Court of Appeals, properly in our opinion, in the following considerations, which we reproduce:

"As already stated elsewhere, the spouses Canuto Sanchez Leoncia Barcelona was childless and had acquired out of their common funds two parcels of land. Upon the death of the wife, one-half of the conjugal properties passed to the surviving husband, and at the same time had to enjoy the usufruct of the other half. As to the portion that under the law passed to him, the surviving spouse could dispose the same in anyway he wanted to, with only the limitations provided by law. Disposing his share by way of sale was certainly not one of his legal limitations. However, it is maintained that the private instrument embodying the conveyance of the portion belonging to Canuto Sanchez is spurious and self-serving. It is significant to note in this connection that plaintiffs are not the heirs of Canuto Sanchez, and, therefore, they have no reason whatsoever to assail the way he had disposed of the property that lawfully belonged to him, nor the way Hilari6n Barcelona acquired the same. It was only pro forma when the agreement dividing equally the conjugal properties, was reduce in writing (Exhibit "2"), for the simple reason that the law adjudicates one-half of this kind of property to surviving spouse. The non-participation of the co-heirs of Hilarion Barcelona in the execution of the private instrument (Exhibit '2'), is of no moment, because they had no right at all to participate in the disposition of the share of Canuto Sanchez for valuable consideration.

Appellants further maintain that inasmuch as Exhibit "2" purports to be an amicable settlement and sale between Hilarion Barcelona and Canuto Sanchez in connection with the properties involved in the intestate estate of the deceased Leoncia .Barcelona among whose heirs are appellants who did not participate in the execution thereof; the same cannot be admitted against them on the principle of res inter alios acta. The main consideration for the amicable settlement of the alleged litigation between Hilari6n Barcelona and Canuto Sanchez was that the conjugal property of the spouses Canuto and Leoncia shall be partitioned equally between the surviving spouse on one hand and the heirs of the deceased spouse on the other. In view of the fact that the consideration does not supplement what the law provides, for its provision was simply reiterated therein, we believe that the recipients of their corresponding share need not approve what the law gives them. Furthermore, the litigation was between Hilari6n Barcelona and Canuto Sanchez and for the amicable settlement thereof does not need the intervention of other parties not pleaded therein, as in the case of appellants."

To us, the main question involved in the appeal is the alleged renunciation of the inheritance in favor of Hilarion Barcelona by his sister Simeona Barcelona in her own behalf and by Aniceto San Gabriel brother-in-law of the deceased Leoncia Barcelona, on behalf of his supposed minor, children, now herein appellants Quirico San Gabriel and Teodora San Gabriel. Said renunciation may be regarded as in the nature of a partition of one-half of the conjugal properties left by Leoncia Barcelona among her heirs, namely Hilarion and Simeona, brother and sister, respectively, and Quirico and Teodora San Gabriel, nephew and niece, respectively, children of another sister of

hers. Among other grounds, appellants invoke the Statute of Frauds, claiming that conveyance of real property should be, evidenced by a written instrument. In the first place, partition among heirs or renunciation of an inheritance by some of them is not exactly a conveyance of the contract takes it out of the operation of the property from one to the other, but rather a confirmation or ratification of title or right to property by the heir renouncing in favor of another heir accepting and receiving the inheritance. Furthermore, in the case of Hernandez, et al., vs. Andal, et al., 44 Off. Gaz. No. 8 p. 2672, this Tribunal held that the Statute of Frauds enacted in the Philippines first in section 335 of the former Code of Civil Procedure, and now in Rule 123, section 21 of the Rules of Court, has been uniformly interpreted in a long line of decisions to be applicable to executory and not to completed or executed contracts, and that performance of the contract takes it out of the operation of the Statute of Frauds; and that in this jurisdiction, on grounds of equity, where no rights of creditors are involved, it is competent for the heirs of an estate to enter into an oral agreement for distribution of the estate among themselves. The above mentioned rule is really wise, if not necessary, for otherwise, thousands and thousands of oral partitions made among heirs in our rural communities, involving unregistered properties of relatively small value, would have to be declared null and void. It is of general knowledge that in the provinces, specially in the barrios, when a person dies leaving small parcels of land not included in the Torrens System of registration, either through ignorance of the law or in order to avoid expenses in the way of legal services, notarial fees, and fees of registration, the heirs merely come together, make a list of the properties included in the estate, pay off small debts and sums advanced by some of the heirs, specially for expenses incurred during the last illness of the decedent and for his funeral, and then proceed to assign to each one his share of the estate, even taking into account the last instructions and wishes of the decedent. So far, this practice has been found to be not only convenient and inexpensive, but even advisable, and is accepted by the people, and we find no good reason for disturbing said practice. Now, when valuable properties, specially those covered by certificates of title, are involved in the partition, perhaps strict compliance with the law may be advisable, even necessary.

For this reason we find and hold that the oral partition or renunciation of inheritance by Simeona Barcelona for that portion of the conjugal property belonging to her deceased sister Leoncia, is valid and binding upon her. Not so with respect to Quirico and Teodora. If they were minors at the time of the oral partition, their father, Aniceto San Gabriel, not being a judicial guardian duly appointed by the court and lacking judicial authority, could not validly make the renunciation or consent to the partition on behalf of his minor children; and if, as insinuated, Quirico and Teodora were no longer minors at that time, then they cannot be bound by said partition or renunciation for the simple reason that they did not take part in it.

But the Court of Appeals held that Hilarion Barcelona had acquired the property in question through prescription for the reason that since 1940, he had taken possession thereof as owner, occupied it continuously, paid the taxes therefore, and even improved the same. To this, we cannot agree. The property in litigation, being registered land under the provisions of Act 496, is not subject to prescription, and it may not be claimed that imprescriptibility is in favor only of the registered owner, because as we have held in the cases of Teofila de Guinoo, et al., vs. Court of Appeals, (97 Phil., 235) and Qil Atun, et al., vs. Eusebio Nunez (97 Phil., 762), prescription is unavailing not only against the registered owner, but also against his hereditary successors because the latter merely step into the shoes of the decedent by operation of law and are merely the continuation of the personality of their predecessor in interest.

It is, therefore, clear that Quirico and Teodora, as heirs of the sister of the deceased Leoncia, have the right to one-third of the one-half of the conjugal property which belonged to said deceased, or rather one-sixth of the two parcels already mentioned, while Hilarion Barcelona has a right to five-sixths, for the reason that he bought three-sixths or one-half thereof from Canuto Sanchez as the latter's one-half share of said conjugal property, and he (Hilarion) received the one-sixth portion renounced in his favor by his sister Simeona, and one-sixth portion is

his own share of the inheritance. From the year 1941, Hilarion has to account for the products of the property and give to Quirico and Teodora their one-sixth share of the same. On pages 44 and 45 of the brief for the petitioners may be found a statement and computation of the amount of palay recieved by Hilarion for 15 years and the price thereof, based on the price of palay for each of those years, according to the certification of the Bureau of Commerce and Industry, with a total value of P11,002.50. Their one-sixth share of these sum of P11,002.50 is P1,833.75. Deducting from this last figure the price of the 15 canvans of palay valued at P298.50 and 30 cavans of palay valued at P363.00, or a total of P661.50, received from him by the petitioners in the years 1945 and 1951, respectively, we have a balance of P1,172.25. At the same time, for the reason that Quirico and Teodora will receive one-sixth of the two lots in question and one-sixth of the net value of the products for 15 years, they should also bear one-sixth of all the amounts advanced by Hilarion such as P1,070 to pay off the debts of the estate, P2,000 for funeral expenses, and court expenses because of the intestate procedinjgs, and P2,000 spent by him to improve the property by converting the same from sugar to rice lands, and P208.50 as real estate taxes for 15 years or a total of P5,278.50. Their one-sixth share of these expenses amounts to P879.75. Subtracting this sum from the last balance P1,172.25 will give a net balance of P292.50 in favor of Quirico and Teodora.

In this connection it should be stated that Hilarion may be regarded as a possessor in good faith for the reason that in taking possession of the entire property, he was of the belief that there had been a valid renunciation of the one-sixth share corresponding to Quirico and Teodora.

In view of the foregoing, Hilarion Barcelona and Quirico and Teodora San Gabriel ,may partition the two parcels in litigation in the proportion above indicated, namely, five-sixth for Hilarion and the remaining one-sixth for Quirico and Teodora. Hilarion is ordered to pay the latter the sum of P292.50. No costs.

Paras, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Endencia, and Felix, JJ., concur.

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