

BERNARDO MENDOZA I, BERNARDO MENDOZA II, GUADALUPE M. MANGALE, JULIANA M. SAMONTE, PACITA M. SAMONTE, RICARDO MENDOZA, FRANCISCO MENDOZA, PATRICIA MENDOZA, OLYMPIA M. DIZON, ROM...

G.R. No. L-44664. July 31, 1991

Ponente: MEDIALDEA, J.

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MEDIALDEA, J.:

This is a petition for review on certiorari seeking to nullify the decision of the Court of Appeals dated June 23, 1976, in C.A.-G.R. No. 56049-R entitled "Bernardo Mendoza I, et al. v. Renato Samonte, et al.," which affirmed the decision of the Court of First Instance of Bulacan; and its resolution dated September 15, 1976, which denied the motion for reconsideration.

The antecedent facts are, as follows:

On February 18, 1969, petitioners Bernardo Mendoza I, Bernardo Mendoza II, Guadalupe M. Mangale, Juliana M. Samonte, Pacita M. Samonte, Ricardo Mendoza, Francisco Mendoza, Patricia Mendoza, Olympia M. Dizon, Romeo Mendoza, Reynaldo Mendoza, Remedios M. Bernabe and Trinidad Manuel Mendoza instituted before the Court of First Instance of Bulacan an action for reconveyance of real property against private respondents spouses Renato Samonte and Lucia de la Cruz Samonte. On October 27, 1970, petitioners filed a First Amended Complaint wherein they alleged that in the event that the sale of the real property by petitioner Trinidad Manuel Mendoza to private respondents is declared valid, they are nonetheless entitled to legal redemption.

During the pre-trial on June 28, 1971, the parties, through their respective counsel, submitted the following partial stipulation of facts (pp. 48-51, Record on Appeal):

“ ‘x x x:

“ ‘1. Plaintiffs are the legal heirs of the late Arcadio Mendoza of Barrio Taliptip, Bulacan, Bulacan; plaintiff Trinidad Manuel being the surviving spouse of said Arcadio Mendoza and the rest of the plaintiffs being the legitimate children of spouses Arcadio Mendoza (deceased) and Trinidad Manuel;

“ ‘2. Arcadia Mendoza and Trinidad Manuel were married on April 22, 1923, in the Catholic Church, Parish of Bulacan, Bulacan;

“ ‘3. Arcadio Mendoza died in the Barrio of Taliptip, Bulacan, Bulacan, on November 4, 1944;

" ‘4. The late Arcadia Mendoza left properties, real and personal, among which is the property covered by Original Certificate of Title No. 12192 of the Register of Deeds of Bulacan, situated at Taliptip, Bulacan, Bulacan, consisting of nine (9) parcels of land, with an aggregate area of 33,398 square meters; x x x;

" ‘5. The property in question is Lot 3-A, which is a portion of Lot 3, which Lot 3-A is more particularly described as follows:

‘(A parcel of land (Lot 3-A of 2 the subdivision plan (LRC) Psd--17370, being a portion of Lot 3, described on plan Psu-51078, LRC (GLRO) Record No. 32994), situated in the Barrio of Taliptip, Municipality of Bulacan, Province of Bulacan. Bounded on the NE., points 1 to 2 by (Lot 8, Psu-51078, Road Widening) Bulacan-Obando Provincial Road (15.00 m. wide); on the SE., points 2 to 3 by property of Faustino Samonte; on the SW., points 3 to 4 by property of Faustino Samonte; and on the NW., points 4 to 1 by Lot 3-B of the Subdivision plan. Beginning at a point marked '1' on plan, being S, 30 deg. 52' E., 3794.82 m. from BLLM 1, Mp. of Bulacan,

thence S. 49 deg. 38'E., 46.93 m. to point 2;

thence S. 42 deg. 21'W., 49.94 m. to point 3;

thence N. 43 deg. 47'W., 47.33 m. to point 4;

thence N. 42 deg. 46'E., 45.14 m. to the point

of beginning containing an area of TWO THOUSAND TWO HUNDRED AND THIRTY EIGHT (2,238) SQUARE METERS, more or less. All points referred to are indicated on the plan and are marked on the ground as follows: points 1 and 4 by PS. Cyl. Conc. Mons. 15 x 60 cm., and the rest of Old PLS. Stone Mons. 20x20x60 cm., bearings true; declination 0 deg. 48' E., date of the original survey, April 27, 1926 and that of the subdivision survey, July 21, 1961.’

“6. Arcadio Mendoza acquired ownership over the above-mentioned nine (9) parcels of land, including Lot 3, through donation from the late Jose Samonte, which mode of acquisition was recognized and adjudicated by the Court of Appeals in its decision dated September 23, 1964, in the case entitled: ‘Victor Samonte, et al. v. Maria Samonte, et al.,’ G.R. No. 22891-R; x x x;

“7. In the case decided by the Court of Appeals, CA-G.R. No. 22891-R, the plaintiffs were:

VICTOR SAMONTE, AGATONA SAMONTE, ARTEMIO VILLANUEVA, CELESTINO VILLANUEVA, RAMON VILLANUEVA, MERCEDES VILLANUEVA, SANTOS VILLANUEVA, MAXIMO VILLANUEVA, ALIPIO VILLANUEVA, SIXTO DE LOS REYES, JOSE DE LOS REYES, LIGAYA DE LOS REYES, ELINO VILLANUEVA, CRISANTA VILLANUEVA, PEDRO VILLANUEVA, NICOLAS VILLANUEVA, ARSENIO VILLANUEVA, BALTAZAR VILLANUEVA, OTILLA VILLANUEVA, ENRIQUE VILLANUEVA, JOSE VILLANUEVA, ROLANDO VILLANUEVA, MARTA MENDOZA, MARIA MENDOZA, FELIPA VILLENA, ADELA ANDAYA, and MATIAS VILLANUEVA. (sic)

while the defendants were:

FAUSTINO SAMONTE, MARIA SAMONTE, BERNARDO MENDOZA, GUADALUPE M. VDA. DE MANGALI, JULIANA MENDOZA, RAUL SAMONTE, BERNARDO MENDOZA II, RICARDO MENDOZA, FRANCISCO MENDOZA, PACITA MENDOZA, CAYETANO SAMONTE and TRINIDAD MANUEL, in her own right and as guardian-ad-litem for the minors, OLIMPIA, PATRICIA, REYNALDO, REMEDIOS and ROMEO all surnamed MENDOZA;

"8. The aforementioned Lot 3 was subsequently subdivided into two (2) lots, namely: Lot 3-A with an area of 2238 square meters and Lot 3-B with an area of 2115 square meters, as shown in the Subdivision plan (LRC) Psd-17370, dated September 7, 1961, duly approved by the Commissioner of Land Registration, Antonio Noblejas;

“9. On June 26, 1962, plaintiff Trinidad Manuel Mendoza sold to defendants, Renato Samonte and Lucia de la Cruz Samonte, Lot 3-A x x x;

“10. The said ‘Dokumento ng Bilihan’ is written in Tagalog, signed by plaintiff Trinidad Manuel Mendoza, as

vendor, witnessed by plaintiffs Juliana Mendoza and Pacita Mendoza Samonte, and notarized by Atty. Pedro Magsalin;

"11. In said 'Dokumento ng Bilihan,' plaintiff Trinidad Manuel Mendoza declared the following:

'Na sa aming kasunduan ng aking mga anak at ako, ang nasabing Lot 3-A ay siyang aking kalahati sa nasabing Lot 3, na may kaunting lamang, at ang Lot 3-B ay siyang nauukol sa aking mga anak na tunay nilang pagaari.' (See first paragraph, page 3, Dokumento ng Bilihan, (Annex 'C'));

'Na sa aking pakikipagkasundo (sic) sa aking mga anak at sa kanilang kapasiyahan at kapahintulutan ang nasabing Lot 3-A ay siyang aking ipinagbili sa magasawang (sic) Renato Samonte at Lucia de la Cruz, alang-alang sa aming pangako na ipagbili sa nasabing magasawa ang kalahati ng naturang Lot 3, na ang halaga ay matagal ng tinanggap namin sa mga nakabiling magasawa.' (see second paragraph, page 3, Dokumento ng Bilihan, supra);

'Na alangalang (sic) sa halagang TATLONG LIBO AT LIMANG DAANG PISO (P3,500.00), Salaping pilipino (sic), na aking ng (sic) tinanggap na may mga dalawang taon na sa magasawang (sic) RENATO SAMONTE at LUCIA DE LA CRUZ, mga pilipino (sic), may sapat na gulang at nanihirahan sa Taliptip, Bulakan, Bulakan, ay aking ipinagbibili, isinasalin at inililipat sa nasabing magasawang Renato Samonte at Lucia de la Cruz; sa kanilang mga anak at tagapagmana ang Lote 3-A ng Lote 3, na binabanggit sa itaas nito, pati ng pagkamayari at posesion (sic) ng nasabing Lote 3-A, na walang pinanagutan (sic) kahit ano hanggang sa petsang ito, at aking ipagtatangol sa ano mang habol sa Lote 3-A ang mga bumiling magasawang (sic) Renato Samonte at Lucia de la Cruz sa sarili kong pananagot.' (See last paragraph, page 2, Dokumento ng Bilihan, supra).

"12. All the improvements in said Lot 3-A were placed therein by defendant spouses Renato Samonte and Lucia de la Cruz Samonte.

"WHEREFORE, parties herein respectfully pray that the foregoing partial stipulation of facts be admitted, and that the above--entitled case be set for hearing for purposes of receiving evidence insofar as the controverted (sic) facts are concerned.

"Malolos, Bulacan, June 18, 1971.

(SGD.) ERNESTO M. TOMANENG

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258 Juan Luna, Manila

(SGD.) FRANCISCO E. RODRIGO, JR.

Counsel for the defendants

54 Diña (sic) Juana Rodriguez, St.

Quezon City"

On October 15, 1973, the trial court dismissed the complaint, with costs against petitioners, based on the following grounds (pp. 51-53, Record on Appeal):

"There are several issues raised by the plaintiffs in their pre-trial brief as well as memorandum and foremost among them is the question regarding the validity of the sale. According to the plaintiffs, the sale of the disputed property in favor of the defendants was null and void because as a mere co-owner of an undivided

estate, Trinidad Mendoza had no right to divided (sic) the estate into parts and then convey a part thereof by metes and bounds to a third person. Such was the case, according to the plaintiffs, since there had never been any partition, judicial or extrajudicial, of the estate among the heirs of the late Arcadio Mendoza.

"It is apparent that the resolution of this issue will depend on whether or not the heirs of Arcadio Mendoza had already partitioned his estate and in pursuance thereto, adjudicated the lot in question to the plaintiff Trinidad Mendoza.

"After examining the 'Dokumento ng Bilihan', evidencing the sale of the lot in question to the defendants, the Court is convinced that there was such an agreement to partition the properties, including the one involved in this case, left by the deceased Arcadio Mendoza. From paragraphs 4 and 5 of said document, x x x it can readily be seen that the partition had been accomplished by the heirs of Arcadio Mendoza. x x x. Said paragraphs, which read as follows, clearly stated that it was the agreement among the surviving children and wife of Arcadio Mendoza that Lot 3-A, which was the other half of Lot 3, was to be the share of plaintiff Trinidad Mendoza while Lot 3-B would belong to the children:

‘Na sa aming kasunduan ng aking mga anak at ako, ang nasabing Lot 3-A ay siyang aking kalahati sa nasabing Lot 3, na may kaunting lamang, at ang Lot 3-B ay siyang nauukol sa aking mga anak na tunay nilang pagaari (sic).

'Na sa aking pakikipagkasundo sa aking mga anak at sa kanilang kapasiyahan at kakahintulutan ang nasabing Lot 3-A ay siyang aking ipinagbili sa magasawang (sic) Renato Samonte at Lucia de la Cruz, alang-alang sa aming pangako na ipagbili sa nasabing magasawa (sic) ang kalahati ng naturang Lot 3, na ang halaga ay matagal ng (sic) tinangap (sic) namin sa mga nakabiling magasawa (sic).'

Indeed, it must have (sic) been because of this agreement to partition the estate, that Lot 3, from which the land in question came, was subdivided on September 7, 1961 by a surveyor as stated in the second paragraph of said deed of sale.

'Na upang mahati humigit kumulang sa dalawang bahagi ang nasabing Lote No. 3, ang isa ay para sa mga anak ng namatay na aking asawang Arcadio Mendoza, at ang pangalawa ay para sa akin na tunay kong pagaari (sic), ay ipinagawa namin ang ang (sic) plano de subdivision (LRC) PSD-17370 petsa Sept. 7, 1961, aprobado ni G. Antonio H. Noblejas, Comisionado ng Land Registration, at ang kinalabasan ay ang mga sumusunod:

'Lote 3-A-Area .2238 sq. m.:

x x x x x x x'

"It bears emphasis that according to the fourth paragraph of the 'Documento ng Bilihan' quoted above, the sale made by plaintiff Trinidad Mendoza of Lot 3-A to the defendants had the prior consent and approval of her children, the other plaintiffs herein.

"In the opinion of the Court, the paragraphs cited above constitute clear admissions on the part of plaintiff Trinidad Mendoza, who executed said deed of sale, and on the part of plaintiffs Pacita Samonte and Juliana Samonte, who signed the same as witnesses, regarding the existence of the partition agreement adjudicating to plaintiff Trinidad Mendoza the land in question before it was sold to the defendants.

"Of course, plaintiffs Trinidad Manuel, Pacita Samonte and Juliana Samonte, who all took the stand, vehemently denied having read and understood the contents of the 'Documento ng Bilihan' which they admittedly signed. According to plaintiff Trinidad Manuel, she affixed her thumbmark on the document when her sister Lourdes Manuel, the mother of defendant Renato Samonte, asked her to do so and promised to take care of the 'interests' of her children. On her part, Pacita Samonte claimed that although she was able to read the title of the document, she did not read the contents thereof, however, since she signed the same only upon

the assurance of her aunt that her mother Trinidad Mendoza, had already given her conformity. Juliana Samonte also denied having read the document but alleged that her failure to do so was due to her illness then.

"But in the opinion of the Court, all these denials cannot prevail over the presumption that the said plaintiffs understood the contents of the deed of sale whtn (sic) they signed the same. For following the ordinary course of human nature, one does not affix his signature on a legal document if he does not understand the same. Besides, it appears that the 'document (sic) ng Bilihan' was written in a dialect spoken by and known to the said plaintiffs who while on the stand all testified in the Tagalog dialect.

"Moreover, according to plaintiff Romeo Mendoza, the son of plaintiff Trinidad Mendoza, the 'Documento ng Bilihan' was prepared by their lawyer, Atty. Pedro Magsalin who according to the defendant Renato Samonte read the same to the plaintiffs Trinidad Mendoza, Juliana and Pacita Samonte before the latter affixed their respective signatures, a fact which is not improbable.

"Indeed, there is another circumstance showing why the denials of plaintiffs Trinidad Mendoza, Juliana and Pacita Samonte cannot be given much credit. These three plaintiffs testified that they did not know the contents of the deed of sale not only at the time they signed it but also after they had executed the same. Yet, the undeniable fact remains that after the execution of said deed of sale in 1962, the defendants started building their house on the lot in question in barrio Taliptip, Bulacan, Bulacan. The failure of said plaintiffs and of the other plaintiffs to stop or even question the defendants regarding the construction of their house on the lot in question, which was being built openly in the vicinity where they all resided, can only mean that the plaintiffs knew that the defendants had a right to build on the disputed property.

"Considering the finding of the Court that Lot 3-A, the property in question, was the subject of a partition agreement and was adjudicated to plaintiff Trinidad Mendoza, it follows that said property was no longer held in co-ownership by the plaintiffs at the time that it was sold to the defendants. Such being the case, the provisions of Article 1620 of the Civil Code, allowing a co-owner to exercise the right of redemption, cannot be applied."

To summarize, the trial court took into account the following in dismissing petitioners' complaint: (1) the pertinent provisions of the "Dokumento ng Bilihan" to prove that Lot 3 has been subdivided and that Lot 3-A has been adjudicated to petitioner Trinidad Manuel Mendoza; (2) the presumption that petitioners Trinidad Manuel Mendoza, Pacita Samonte and Juliana Mendoza understood the contents of the document when they signed it; (3) estoppel on the part of petitioners; and (4) non-applicability of Article 1620 of the Civil Code.

On appeal, the respondent Court of Appeals affirmed the decision of the trial court (p. 40, Rollo). The motion for reconsideration was denied (p. 70, Rollo). Hence, the present petition.

The issues are whether or not: (1) the "Dokumento ng Bilihan" is valid; and (2) petitioners can still exercise the right of legal redemption.

According to petitioners, on June 26, 1962, when the alleged "Dokumento ng Bilihan" was executed by Trinidad Manuel Mendoza, Lot 3-A was still under litigation for it was only on September 23, 1964, that C.A.-G.R. No. 22891-R was decided by the respondent court. This being the case, petitioners have not executed any agreement of partition, judicial or extrajudicial. As held by the respondent court in C.A.-G.R. No. 22891-R, Lot 3-A (and other lots) was donated by Jose Samonte to Arcadio Mendoza for which reason, petitioner Trinidad Manuel Mendoza is not entitled to one-half (1/2) of Lot 3 but only to the share of one (1) legitimate child or 1/13 rights and interests, citing Article 996 of the Civil Code.[1] The "Dokumento ng Bilihan" is null and void insofar as it affects the rights and interests of the other petitioners because petitioner Trinidad Manuel Mendoza can only sell her 1/13 rights and interests over Lot 3-A and not more than that. Corollarily, the remaining petitioners can still exercise the right of legal redemption, conformably with Article 1620 of the Civil Code.[2]

Disputing these allegations of petitioners, private respondents contend that petitioner Trinidad Manuel Mendoza declared under oath in the "Dokumento ng Bilihan" that Lot 3-A was given to her by virtue of an agreement of partition between her and her children. She declared further that the land in question was sold by her to private respondents with the knowledge and consent of her children. The amount paid therefor was known to her and her children. The document was written in Tagalog, the dialect in Bulacan. It was signed by petitioner Trinidad Manuel Mendoza, as vendor, witnessed by petitioners Pacita Samonte and Juliana Mendoza and prepared and notarized by Atty. Pedro Magsalin, the family lawyer of petitioners. Having participated in, consented to and/or benefited from the sale, petitioners are estopped from impugning the validity and enforceability thereof.

Likewise, We affirm.

In resolving the first issue, We have to settle two (2) sub-issues: (1) has Lot 3 been partitioned; and (2) if so, has the subject lot been adjudicated to petitioner Trinidad Manuel Mendoza? In this case, the source of co-ownership among the heirs was intestate succession. Where there are two or more heirs, the whole estate of the decedent is, before its partition, owned in common by such heirs (Article 1078 of the Civil Code). Petitioners' co-ownership over Lot 3 was extinguished when it was subdivided into Lot 3-A and Lot 3-B, which portions were concretely determined and technically described (see *de la Cruz v. Cruz*, G.R. No. L-27759, April 17, 1970, 32 SCRA 307). Against the impetuous denial of petitioners that Lot 3 has been partitioned (pp. 19, 96, 121, Rollo) is Exhibit A which is the Subdivision Plan of Lot 3, (LRC) PSD?17370, dated September 7, 1961, duly approved by the Commissioner of Land Registration. It is also Our finding that Lot 3-A has been adjudicated to petitioner Trinidad Manuel Mendoza. We take into account the pertinent provisions of the "Dokumento ng Bilihan" and estoppel on the part of petitioners (pp. 6-8, *supra*). Therefore, the "Dokumento ng Bilihan" is a valid document.

We resolve the second issue based on the previous discussion that the co-ownership has been extinguished. Article 1620 of the Civil Code applies only if the co-ownership still exists. If the property has been partitioned or an identified share has been sold, there is no longer any right of legal redemption (see *Umengan v. Butucan, et al.*, 117 Phil. 325; *Caro v. Court of Appeals, et al.*, G.R. No. L-46001, March 25, 1982, 113 SCRA 10).

ACCORDINGLY, the petition is hereby DENIED. The decision dated June 23, 1976 and the resolution dated September 15, 1976 of the Court of Appeals are AFFIRMED.

SO ORDERED.

Narvasa, (Chairman), Cruz, Gancayco, and Grino-Aquino, JJ., concur.

[1] ART. 996. If a widow or widower and legitimate children or descendants are left, the surviving spouse has in the succession the same share as that of each of the children.

[2] ART. 1620. A co-owner of a thing may exercise the right of redemption in case the shares of all the other co-owners or of any of them, are sold to a third person. If the price of the alienation is grossly excessive, the redemptioner shall pay only a reasonable one.

Should two or more co-owners desire to exercise the right of redemption, they may only do so in proportion to the share they may respectively have in the thing owned in common.

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