

INTESTATE ESTATE OF THE LATE EMILIO CAMON, CONCEPCION EREÑETA, ADMINISTRATRIX-APPELLEE, VS. IGNATIUS HENRY BEZORE, ELWOOD KNICKERBOCKER, AND MARY IRENE FALLON MCCORMICK, CLAIMAN...

G.R. No. L-29746. November 26, 1973

Ponente: RUIZ CASTRO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2fe56f26f24f/>

RUIZ CASTRO, J.:

This is a direct appeal from the order of the Court of First Instance of Negros Occidental, dated July 20, 1968, which denied a claim of the appellants Ignatius Henry Bezore, Elwood Knickerbocker and Mary Irene Fallon McCormick filed against the estate of the late Emilio Camon in Special Proceeding 8366 of the said court.

Emilio Camon was the lessee of the hacienda Rosario, located in Pontevedra, Negros Occidental, for the period from crop year 1940-41 to crop year 1960-61. One-half (1/2) pro-indiviso of the said sugar plantation belonged to the above-named claimants-appellants (as their inheritance from the late Thomas Fallon), while the other half belonged to Petronila Alunan vda. de Sta. Romana,[*] Amparo Sta. Romana and Alberta vda. de Hopon (as their inheritance from their mother Rosario Sta. Romana).

Upon the death of Emilio Camon in 1967, his widow, Concepcion Ereñeta, filed a petition in the court a quo (docketed as Special Proceeding 8366) praying for the grant to her of letters of administration of the estate of the deceased Camon. The petition was granted. Thereafter, the court issued an order requiring all persons with money claims against the estate to file their claims within the period prescribed in the order. The claimants-appellants Bezore, et al., thru their judicial administrator and counsel, Martiniano O. de la Cruz, filed a claim against the estate in the amounts of P62,065 as the money value of sugar allotments and allowances and P2,100 as the money value of palay and rentals, or a total of P64,165, appertaining to the claimants' half-share in the hacienda.

The appellants and the administratrix-appellee are agreed that the late Emilio Camon appropriated for himself the amounts claimed. The appellants had demanded payment of their claim from Emilio Camon when he was still alive, but the latter ignored the demands.

At the trial, three documents, the authenticity of each of which is not controverted by the appellants, were submitted in evidence by the administratrix-appellee. These are:

(1)

An "Agreement to Sell" (exhibit "1"), executed on January 11, 1961, whereby the claimants Bezore, et al., agreed to sell their one-half (1/2) share in the hacienda Rosario to Amparo Sta. Romana and Alberta vda. de Hopon;

(2)

A "Release and Waiver of Claims" (exhibit "3"), executed on January 12, 1961, whereby Amparo Sta. Romana and Alberta vda. de Hopon, for and in consideration of "their gratitude for the various services, financial and personal" extended to them by Emilio Camon, released him from "any and all claims that may have accrued pertaining to the two-fourth (2/4) pro-indiviso share in Hacienda Rosario" owned by the appellants who had bound themselves "to sell their share in the said Hacienda Rosario" to Amparo and Alberta, "including rights accrued or accruing," and whereby Amparo and Alberta bound themselves "to waive in favor of Mr. Emilio Camon for his own use and benefit said rights accrued or accruing."

(3)

A "Deed of Sale" (exhibit "2"), executed on August 4, 1961, whereby the claimants Bezore, et al., for and in consideration of the sum of P78,000, to be paid in the manner stated in the instrument, sold, transferred and conveyed "all their rights, title, interest and participation, whether accrued or accruing in their two-fourth (2/4) pro-indiviso share" in the hacienda Rosario, "together with all the improvements now existing thereon, including its sugar quota," in favor of Amparo Sta. Romana and Alberta vda. de Hopon.

The lower court rejected the appellants' contention that the sugar allotments and allowances, subject of their claim against the estate of Emilio Camon, were not included in the sale, and held that by the positive and categorical terms of the deed of sale, all benefits accrued and accruing to the appellants before August 4, 1961 were included in the sale. The court then dismissed the claim per its order dated July 20, 1968.

Two issues are here tendered for resolution, to wit: (1) whether the phrase "accrued or accruing" (in the deed of sale) having reference to the claimants' rights, title, interest and participation in the plantation, should be interpreted to exclude the sugar allotments and allowances adherent to the hacienda; and (2) whether, notwithstanding the absence of a written contract of lease for the crop years 1952-53 to 1960-61, Emilio Camon's continued cultivation of the hacienda created an express trust in favor of the claimants.

The premises upon which the appellants would conclude that the allotments and allowances were not included in the sale are: that on January 12, 1961 there was then no sale and, therefore, by the "Release and Waiver of Claims" Amparo Sta. Romana and Alberta vda. de Hopon released and waived nothing in favor of Emilio Camon; that the waiver was made in advance, which is contrary to public policy; that Emilio Camon was not the vendee in the sale; that the vendees represented to Martiniano O. de la Cruz that the sugar quedans and palay claimed were not included in the sale and that such was the intention of the parties; that the words "accrued and accruing" in the deeds are obscure, and since the deeds were prepared by Ramon S. Ereñeta who is a brother of the administratrix Concepcion Ereñeta who, in turn, is the widow of Emilio Camon, the obscure words should not favor the party who caused the obscurity; that the consideration in the sale, which is equivalent to P1,300 per hectare, is "cheap;" and that Camon's silence regarding the demands made upon him to pay the claim was an admission of his debt.

The claimants-appellants' view that at the time of the execution, on January 12, 1961, of the deed of "Release and Waiver of Claims," Amparo Sta. Romana and Alberta vda. de Hopon could not release or waive accrued claims belonging to the claimants, is correct because the right that Amparo and Alberta then had was a mere promise by the claimants to sell their share in the hacienda, not the right to the accrued claims. What was agreed to be sold in the future was different from what was purportedly waived; and even if the object in both contracts were the same, the waiver would still be invalid for it is essential that a right, in order that it may be validly waived, must be in existence at the time of the waiver.^[1] Nonetheless, whatever defect there was in the waiver was subsequently cured by the deed of sale of August 4, 1961 by virtue of which the appellants sold not only their pro-indiviso half-share in the hacienda but also their accrued rights therein. It is immaterial that Emilio Camon was not the vendee since what mattered is that the appellants parted with their accrued rights for a valuable

consideration. That the vendees represented to Martiniano O. de la Cruz that the sugar quedans and palay were not included in the sale and that such was the intention of the parties, involves a question of fact which is not reviewable in a direct appeal to the Supreme Court.[2] The words "accrued or accruing" in the deed of sale are not obscure and, as the lower court declared, are in fact positive and categorical enough to include accrued allotments and allowances. Since the said words are not ambiguous, there is no need to interpret them.

"Art. 1370. If the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control." x x x (Civil Code)

That the consideration in the sale was "cheap" is not a ground for the infirmity of the sale. Inadequacy of cause in a contract does not of itself invalidate the contract.[3] The appellants' stand that the silence of Camon with respect to the several demand letters sent to him was an admission of his debt, is without support or sanction in our law of evidence.

Nor was there a change in the juridical relationship between the hacienda owners and Emilio Camon when, after the expiration of their written contract of lease, he continued cultivating the hacienda during the crop years 1952-53 to 1960-61. The continuance in the cultivation, with the acquiescence of the owners, did not convert the original relationship into an express trust, as contended by appellants, but merely implied a new lease over the property, with the same terms and conditions provided in the original contract, except as to the period of the lease.

"Art. 1670. If at the end of the contract the lessee should continue enjoying the thing leased for fifteen days with the acquiescence of the lessor, and unless a notice to the contrary by either party has previously been given, it is understood that there is an implied new lease, not for the period of the original contract, but for the time established in articles 1682 and 1687. The other terms of the original contract shall be revived." (Civil Code)

There is nothing in the record that evidences the creation of a fiduciary relationship between the lessors and the lessee after the expiration of their written contract of lease, which fiduciary relationship is an essential characteristic of trust,[4] and no written instrument has been pointed to as establishing an express trust, which writing is required in express trusts over immovables.[5] There is therefore no basis for the appellants' claim that an express trust was created when Camon continued to cultivate the land after the expiration of the written contract of lease.

ACCORDINGLY, the order a quo of July 20, 1968 is affirmed, at claimants-appellants' cost.

Makalintal, C.J., Teehankee, Makasiar, Esguerra, and Muñoz Palma, JJ., concur.

[*] This family name is variously spelled in the record as "Sta. Romana," "Santarromana" and "Santaromana."

[1] 56 Am. Jur. 114; I Tolentino 28-29.

[2] Miguel v. Catalino L-23072, Nov. 29, 1968, 26 SCRA 234; Victorino v. Lao, G.R. No. L-25273, May 28, 1970, 33 SCRA 54.

[3] Article 1355, Civil Code; Askay v. Cosalan, 46 Phil. 179.

[4] Scott on Trusts, Vol. 1, p. 33, cited in IV Tolentino 608.

[5] Art. 1443, Civil Code.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.