

TESTATE ESTATE OF THE DECEASED RAYMUNDO MELLIZA Y ANGULO. LAUREANA GABIN, CLAIMANT AND APPELLANT, VS. MARIA MELLIZA ET AL., OPPOSITORS AND APPELLEES.*G.R. No. L-1849. October 25, 1949*

Ponente: OZAETA, J.

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On January 19, 1944, Raymundo Melliza and Laureana Gabin entered into a written agreement whereby the former contracted the personal services of the latter to administer certain haciendas owned by Raymundo Melliza for a period of thirty years from said date, at the option of Laureana Gabin. As compensation for said personal services Melliza agreed to pay Gabin 350 cavans of palay every agricultural year. It was further stipulated that Laureana Gabin cannot be dismissed from the service without just and legal cause during the time she cared to serve within the said period of thirty years, and in case of dismissal she shall have the right to be indemnified for the rest of the period at the rate of 150 cavans of palay for each agricultural year.

Raymundo Melliza died on December 11, 1945, and testamentary proceedings were thereafter instituted in the Court of First Instance of Iloilo for the administration and distribution of his estate.

Having been deprived by the executrix Remedios S. de Villanueva of the administration of the haciendas in question, Laureana Gabin presented to the probate court a claim against the estate of the deceased Raymundo Melliza for the payment to her by the executrix of 150 cavans of palay beginning the agricultural year 1945-1946 until the termination of the testamentary proceedings, and that thereafter the heir or heirs to whom the haciendas may be adjudicated be ordered to pay the claimant the same amount of palay every year until the expiration of thirty years from the agricultural year

The heirs of the deceased opposed said claim on the following grounds: (1) That, not being a claim for money, it is not a proper claim under section 5 of Rule 87; (2) that the agreement or contract on which it is based is one of agency which was terminated by the death of the principal; (3) that Raymundo Melliza could not, except by will, dispose of the administration of his properties after his death; and (4) that there was no consideration for the granting of such administration for 30 years with remuneration.

The probate court sustained the first ground of the opposition and denied the claim. Hence this appeal.

The question to determine is whether appellant's claim for 150 cavans of palay a year for the remainder of the thirty-year period mentioned in the agreement Exhibit A is a proper claim which may be allowed in the testamentary proceedings under Rule 87. Section 1 of said rule provides that immediately after the granting of letters testamentary or of administration the court shall issue a notice requiring all persons having money claims against the decedent to file them in the office of the clerk of said court; and section 5 provides that all claims for money against the decedent arising from contract, express or implied, whether the same be due, not due, or contingent, all claims for funeral expenses and expenses of the last sickness of the decedent, and judgment for money against the decedent, must be filed within the time limited in the notice, "By money claims, is meant any

claim for 'money, debt, or interest thereon,' according to section 21 of Rule 3 and section 1 of Rule 88. Not all money claims may, however, be presented, but only those which are proper against the decedent, that is, claims upon a liability contracted by the decedent before his death. Accordingly, claims arising after his death cannot thus be presented, except funeral expenses." (Moran on the Rules of Court, Volume 2, second edition, p. 347.)

Upon the facts and the law involved in this case, we find no valid reason to reverse the order appealed from.

In the first place, the claim in question arose after the death of the decedent. Assuming without deciding that the contract on which the claim is based is valid, the decedent appears to have complied with it up to the time of his death. It was the executrix who dismissed the claimant from the service as administratrix or manager of the haciendas of the deceased.

In the second place, the claim is not for money, debt, or interest thereon but for 150 cavans of palay a year for twenty-nine agricultural years (one agricultural year having elapsed before the death of Raymundo Melliza). Even if it wanted to, the probate court could not determine in advance the value of the palay in money because the price of palay varies from year to year.

It appears from the record that before presenting the claim in question the claimant filed a motion in the probate court praying that she be appointed coadministratrix of the estate of the deceased on the strength of the contract of service hereinabove mentioned. But Judge Blanco denied said motion without prejudice to the right of the claimant to present a claim in due form against the estate. Appellant now contends in her third assignment of error that said order of Judge Blanco not having been appealed from, "the lower court erred in not holding that the question of the presentation and admission of the claimant's claim has become res judicata." This assignment of error is without merit because the mere reservation by Judge Blanco to the claimant of her right to present the claim in question in lieu of her appointment as coadministratrix of the estate of the deceased did not preclude the court from denying said claim if, after hearing, it found the same to be improper or not allowable in these proceedings.

Wherefore, without deciding whether or not the contract claimed upon is valid and binding against the heirs of the decedent, and without prejudice to any proper action that the appellant may bring upon said contract, we affirm the order appealed from, with costs against the appellant.

Moran, C.J., Paras, Feria, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

MORAN, C. J.:

I certify that Mr. Justice Bengzon voted to affirm the order appealed from.

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