

DIONISIO NAGRAMPA, ET AL., PLAINTIFFS AND APPELLANTS, VS. JULIA MARGATE NAGRAMPA, DEFENDANT AND APPELLEE.

G.R. No. L-15434. October 31, 1960

Ponente: BENGZON, J.

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BENGZON, J.:

This is a suit to revoke a donation. The court of first instance of Camarines Sur dismissed it on the ground of prescription.

Way back in 1937, the plaintiffs executed a notarial instrument entitled "Onerous donation inter vivos" the pertinent portions of which read as follows:

"That we, Dionisio Nagrampa, Filipino, 69 years of age, and Tecla Collada, Filipino, 68 years old, husband and wife, respectively, residents and with postal address in Iriga, Camarines Sur, Philippines, hereafter called the DONORS, and Julia Margate Nagrampa, Filipino, of legal age, and Pablo Sadang, Filipino, of legal age, wife and husband respectively, all residents and with postal address in Iriga, Camarines Sur, Philippines, hereinafter called the DONEES, have agreed as they do hereby agree to the following;

"That the said DONORS, Dionisio Nagrampa and Tecla Collada, for and in consideration of their love and affection for the said DONEES, Julia Margate Nagrampa and Pablo Sadang, and also for the services rendered and to be rendered to the DONORS by the donees, do by these presents, voluntarily give, grant, and donate to the DONEES, their heirs, executors, administrators, and assigns forever the following described real properties and the improvements thereon, free from all liens, charges and incumbrances: * * *

"These parcels described above are not registered under Act 496 nor under the Spanish Mortgage Law, hence, the parties herein have agreed to register this instrument under the terms of Act 3344.

"That the said donees, Julia Margate Nagrampa and Pablo Sadang, hereby receive and accept this donation and rift and further express their gratitude for the generosity of the said donors who hereby acknowledge the notification of such acceptance by the Donees. * * *.

Donors and donees signed and acknowledged the instrument.

On July 21, 1958, this complaint was filed, the plaintiffs alleging that defendant, in violation of the conditions of the donation, had failed to render them "financial, physical and all kinds of services"; and that "fjse Years ago" plaintiffs demanded such services, which defendant Julia Margate Nagrampa (her husband had died) "refused and until now refuses" to render. Copy of the deed of donation was attached to the complaint.

Defendant moved to dismiss, because Art. 764 of the Civil Code of the Philippines has fixed a four-year period within which actions to revoke donations may be filed, such period to be counted from the non-compliance with the conditions allegedly violated. The court sustained the motion, and ordered the dismissal of the case.

Plaintiffs have appealed. The period of prescription, they contend, is ten years because this being an onerous donation, it is governed by the law on contracts-Art. 733, Civil Code of the Philippines-and according to Art 1144

of the same Code, actions upon written contracts must be brought within ten years from the time the right of action accrues.

Appellee replies that Art. 764 is a special provision about revocation that must control general provisions. At any rate, she says, even if the rules of contracts be applied, plaintiffs' action is in effect one for rescission, which action "must be commenced within four years." (Art. 1389.)

The deed of donation was undoubtedly inter vivos. It was captioned "onerous donation inter vivos." It contemplated immediate transfer of ownership. There was no mention of death, the donees "hereby received" the donation, and it provided for registration of the instrument (which donated real property) in the land records. It was not in the form of a will, since there were no three witnesses and no attestation clause.[1]

Such donations (inter vivos) "shall be governed by the general provisions concerning contracts and obligations in all matters not determined by this title." Art. 621, Civil Code (Art. 732, Civil Code of the Philippines). And under Art. 647 of the same title (as amended by Art. 764 of the Civil Code of the Philippines), actions for the revocation of such donation by reason of non-compliance with its conditions prescribe "after four years counted from such non-compliance." Now, therefore, as the complaint described refusal of donees to render services-which refusal constituted the alleged non-compliance-more than five years before the presentation thereof, it is clear that the court a quo committed no error in dismissing it on the ground of prescription.[2]

In this connection, it may be explained that although no special period of prescription was fixed in "this title" at the time of the donation in 1937, the provisions of Art. 764 of the Civil Code of the Philippines operate, to preclude this action, because the entire period of four years fixed by it has elapsed since the time such Code took effect in 1950: suit in July, 1958, violation in 1953.

"Art. 1116.-Prescription already running before the effectivity of this Code shall be governed by laws previously in force; but if since the time this Code took effect the entire period herein required for prescription should elapse, the present Code shall be applicable, even though by the former laws a longer period might be required. (1939)"

Consequently, the appealed order is hereby affirmed, with costs against appellants.

Paras, C.J., Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Barrera, Gutierrez David, and Paredes, JJ., concur.

Order affirmed.

[1] See Cuevas vs. Cuevas 98 Phil., 68; 51 Off. Gaz., 6163; Concepcion vs. Concepcion, 91 Phil., 823; Zapanta vs. Posadas, 52 Phil., 557; Tuason vs. Tuason, 54 Phil., 289; Tagala vs. Ybeas, 49 Off. Gaz., 200.

In fact, appellants do not claim, in this Court, that it was mortis causa.

[2] This view makes it unnecessary to go into the other points raised by appellee: (a) no violation of the indefinite condition of "future services to be rendered"; (b) the violation, if any, was ground for rescission of a contract which must be filed within four years.

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