

**INTESTATE ESTATE OF THE DECEASED FRANCISCO T. RAMOS.
CECILIA RAMOS SILOS, ET AL., PETITIONERS AND APPELLANTS, VS.
MARIA LUISA RAMOS, ET AL., OPPOSITORS AND APPELLEES.**

G.R. No. L-7546. June 30, 1955

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

Jose Ramos Silva and his wife Margarita Tanate, both died intestate leaving seven children named Paz, Asuncion, Dolores, Gregoria, Engracia, Agripina and Francisco, all surnamed Ramos, and considerable property, real and personal, in the municipality of Himamaylan, Negros Occidental. One of these properties and the one involved in the present case is the Hacienda Aguisan consisting of lots 690 and 712 of the Cadastral Survey of Himamaylan. Pending administration and distribution of the estate in Special Proceedings No. 209 of the Court of First Instance of Negros Occidental, the seven children as heirs of the estate prepared and submitted to the court for approval a project of partition on December 1, 1914, which project was approved by the court. The whole estate was given an inventory value of P106,750.35, and the Hacienda Aguisan with an area of about 167 hectares was valued at P27,400 excluding the buildings, machinery and equipment, which are valued at P7,000. Dividing the amount of P106,750.35 among the seven heirs gave each heir P15,250.05. In the project of partition, and including cash advances made to them, each heir was adjudicated properties of the estate including land, large cattle, and credits, with a total value as follows:

Paz Ramos.....

P8,471.71

Asuncion Ramos

8,823.62

Dolores Ramos.....

9,888.48

Gregoria Ramos.....

10,628.81

Engracia Ramos

7,706.01

Agripina Ramos.....

8,903.50

Francisco Ramos

52,327.22

The last adjudication (to Francisco Ramos), includes the Hacienda Aguisan. To equalize the shares of the heirs and raise each share to the value of P15,250.00, the seven heirs in the said project of partition agreed that Francisco Ramos who had the largest adjudication was to pay his co-heirs the corresponding differences, namely, to Paz, Asuncion, Dolores Gregoria, Engracia and Agripina, the sums of P6,778.24, P6,426.43, P5,361.57, P4,620.24, P7,544.04 and P6,346.55, respectively, all within the month of May, 1915, for which he was to issue in their favor the corresponding promissory notes. As a matter of fact, however, Francisco Ramos made the said payment to his co-heirs only in the year 1918.

Francisco Ramos had married Dolores Garcia on May 28, 1914, that is, about 7 months before the execution of the project of partition, and as already stated, he paid off his co-heirs only in the year 1918. It should be stated here that the two lots 690 and 712 composing the Hacienda Aguisan which were included in the Himamaylan Cadastre, were, afterwards adjudicated by the Cadastral Court to "Francisco T. Ramos, married to Dolores Garcia". Subsequently, Francisco Ramos, died intestate and his estate, particularly the Hacienda Aguisan came up for partition among his heirs. On one side, his widow Dolores Garcia and his legitimate children claim the said Hacienda to be conjugal property, and on the other, his acknowledged natural daughter Cecilia Ramos and the minor children of Jose Halley Ramos, deceased, represented by their mother Emma Gayotin Ramos, maintain that said Hacienda is the exclusive property of Francisco Ramos.

The present case was initiated by an "Informative Pleading and Memorandum" submitted by the judicial administrator of the estate of Francisco Ramos, Special Proceedings No. 918, seeking judicial determination of the nature and status of said Hacienda Aguisan. Both parties presented evidence in support of their respective contentions and after hearing, the Court of First Instance of Negros Occidental rendered judgment to the effect that 6/7 of the Hacienda Aguisan belonged to the conjugal partnership of the deceased Francisco Ramos and his widow Dolores Garcia. From said decision Cecilia Ramos and Emma Gayotin Ramos appealed to the Court of Appeals. Said Court, however, finding that the question involved in the appeal was one of law certified the case to this Tribunal.

Appellants advance several arguments to support their contention that Hacienda Aguisan belonged exclusively to Francisco Ramos¹ as a result of the partition among the co-heirs. Most important of these arguments are (1) that under the provisions of the old Civil Code which should govern in this case because the partition was made long before the enactment of the new Civil Code, particularly Art. 450 which provides that each one of the participants of a property held in common is deemed to have been in exclusive possession of the portion allotted to him for the entire period during which the co-ownership lasted, and Art. 1068 of the same Code providing that a partition legally made confers upon each heir the exclusive ownership of the property allotted to him, Francisco Ramos should be regarded as having been the owner and exclusive possessor of the whole Hacienda since the death of their predecessor-in-interest, from which it results that long before his marriage to "Dolores Garcia, he had already become the exclusive owner and possessor of Hacienda Aguisan; (2) that the adjudication to Francisco Ramos of the whole Hacienda Aguisan under the partition, was the result of barter between him on one side and his co-heirs on the other, he bartering and giving up to said co-heirs his 6/7 portion of the properties adjudicated to them, in return for which they gave up to him their 6/7 portion of the Hacienda, and consequently, the Hacienda should be regarded as his inheritance and so not belonging to the conjugal-partnership; (3) that assuming that the transaction instead of one of barter were one of purchase, and even further assuming that the funds used therefor came from the conjugal partnership, still, said conjugal funds should be merely regarded as having been borrowed by Francisco from the partnership, he, acting then not as legal representative or administrator of the conjugal

partnership, but as a co-heir, which loan may now be paid to the conjugal partnership from his estate; (4) that considering the extensive area of the Hacienda Aguisan and that it was being operated to produce and to mill muscovado sugar provided as it was with the necessary buildings, machinery and equipment, it should be considered as a property which could not well be partitioned or divided without greatly impairing its value, and that under Art. 1062 of the old Civil Code it should be regarded as having been allotted to Francisco Ramos upon his payment to his co-heirs of the difference, in cash, as a result of which, the whole Hacienda should be regarded as his share in the partition and consequently, his exclusive property; and (5) that the presumption of law contained in Art. 1407 of the old Civil Code that all the property of the spouses shall be deemed conjugal property in the absence of proof that it belongs exclusively to one of them, is more than amply rebutted by the fact that after hearing the casdastral court adjudicated the two lots composing said Hacienda to Francisco Ramos alone although his civil status was mentioned and described as he being married to Dolores Garcia.

Because of the view we take of the case, we shall not allow ourselves to be drawn into an elaborate and extensive discussion of these different arguments. Suffice it to say that Art. 450 of the old Civil Code, invoked by appellants, in our opinion, refers only to the exclusive possession of the portion allotted to each co-heir; in other words, it refers to the 6/7 portion of the Hacienda as having been exclusively possessed by Francisco Ramos since the death of his parents. It cannot possibly refer to and include the 1/7 portion which belonged to his co-heirs, otherwise, by reason of such allured exclusive possession under the legal fiction created by Art. 450, he (Francisco) would be entitled to the products of the whole Hacienda from the time of the death of their predecessor-in-interest, which would neither be just nor tenable because said Hacienda together with other properties owned in common were and had been under administration and his co-heirs are presumed to have received their corresponding shares of the products of the whole estate, including Hacienda Aguisan, until after the partition- Art. 1068 of the same Code to the effect that a partition legally made confers upon each heir the exclusive ownership of the property allotted to him, also refers to the 1/7 portion of Hacienda Aguisan allotted to him. The remaining 6/7 portion was not exactly his allotment or share; he bought it from his sisters who each owned a 1/7 portion. Neither can we agree to appellants' contention that Francisco Ramos obtained from his co-heirs the 6/7 portion of the Hacienda as a result of barter. It is inconceivable how his co-heirs could have bartered away their 6/7 portion of the Hacienda,— the most valuable piece of property of the entire estate, for the mere 1/7 share of Francisco Ramos in the rest of the estate, specially since Francisco, even excluding the Hacienda, had received the largest individual share of the estate, including lands, cattle and cash, all of which, far from giving away in exchange or barter, he, kept and retained. On the contrary, we have evidence to the effect that he paid off his co-heirs with cash; in other words, his acquisition of 6/7 of the Hacienda was a purchase and sale transaction. All along, we have considered, and so have counsel for both parties also considered the payments made by Francisco to his co-heirs as made for the 6/7 portion of the Hacienda for that was really the intention of the co-heirs, although the project of partition did not expressly say so. Excluding the Hacienda valued at P27,400 and the buildings, machinery and equipment on it valued at P7,000 the adjudication to each heir, including Francisco, were practically the same. The Hacienda made all the difference, and it was this difference (6/7 of the Hacienda) that Francisco paid for to his co-heirs.

As regards the claim that the Hacienda Aguisan was indivisible and could not be partitioned without greatly impairing its value and therefore came under the provisions of Art. 1062 of the old Civil Code, there is no evidence to support this contention. The Hacienda consisting of 167 hectares could well have been divided into seven portions, possibly, excluding the small muscovado sugar mill and some small buildings. If the other co-heirs did not insist in its partition, it may have been due to the fact that there were other parcels of land in the estate which were distributed among them, properties which came from their parents, possessing sentimental value and which they could keep as a remembrance. Besides, Francisco Ramos was their only brother. Added to these

considerations is the fact that Francisco had been operating and managing this Hacienda Aguisan, and perhaps desiring to continue in its management and operation and appealing to his sisters, he could persuade them to sell their shares in it to him and so he bought them off. Under these circumstances, the case does not and cannot fall under the provisions of Art. 1062 of the old Civil Code.

As to the origin of the funds used by him to purchase the shares of his co-heirs, the record shows that those funds came mainly from the proceeds of the sugar produced in the Hacienda itself, that is, for a period of four years from 1914, date of the partition to 1918 when the payment was actually made by him. It is evident that said funds belonged to the conjugal partnership.

Finally, as to the effect of the adjudication of the two lots composing the Hacienda Aguisan to Francisco Ramos by the cadastral court, there is a long line of cases decided by this Tribunal holding that adjudication of real property in a cadastral or registration case to one of the spouses only, does not mean that it is his or her exclusive property, if said land was acquired during the marriage.[1] Oftentimes, the husband acting as administrator of the conjugal partnership registers conjugal property in his name alone; or he acquires public land also in his own name; but as long as said properties were so acquired during the marriage, they all belong to the conjugal partnership. Of course, it would be much better practice for cadastral and registration courts to clearly specify in their decision that such properties are adjudicated to the conjugal partnership of "A" and "B" for instance, instead of merely saying "adjudicated to "A" married to "B".

In view of all the foregoing, and finding no reversible error in the decision appealed from, the same is hereby affirmed, with costs.

Bengzon, Acting C. J., Padilla, Reyes, A., Jugo, Bautista Angelo, Concepcion, and Reyes, J. B. L., JJ., concur.

[1] Commonwealth of the Philippines vs. Teodoro Sandiko, 72 Phil, 258, and authorities cited therein.

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