

**CONCEPCION VDA. DE VILLACORTE, ET AL., PLAINTIFFS VS.
MACARIA E. MARIANO, CROSS-PLAINTIFF AND APPELLANT,
ENRIQUETA CALIMON, ET AL., CROSS-DEFENDANTS AND
APPELLEES.**

G. R. No. L-2504. June 29, 1951

Ponente: BENGZON, J.

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BENGZON, J.:

During his lifetime Leon Calimon married thrice. His first marriage with Adriana Carpio in 1875 gave him four daughters named Canuta, Tranquilina, Maria and Enriqueta. A widower in 1898, the next year he married Venancia Inducil, who lived only ten months thereafter, leaving him no child. She had, however, a son by previous marriage: Tiburcio Villacorte. In July 1902 Leon Calimon took a third wife, Macaria E. Mariano. She bore him no offspring; but survived him when he passed away in February 1941.

The complaint in this case, filed in September 1941, by the widow and daughter of Tiburcio Villacorte sought to recover thirty eight parcels of land allegedly in the possession of Canuta Calimon and her three sisters and of Macaria E. Mariano. Plaintiffs averred that the properties belonged to their predecessor in interest, Venancia Inducil. The defendants, in two separate answers, claimed that the lots were owned exclusively by Leon Calimon. Ten months afterwards Macaria E. Mariano amended her answer to assert that all the realties had been acquired during her coverture with Leon Calimon, and also to interpose a crossclaim against her co-defendants, the heirs of Leon Calimon by the first marriage, demanding the recognition of her rights as surviving spouse, to such conjugal partnership property. In this connection she affirmed that thru deceit and intimidation she had signed three documents known as Exhibit 1-Mariano, Exhibit 2-Mariano and Exhibit 3-Mariano assigning to her codefendants (cross-defendants) her lawful participation in the conjugal assets in exchange for certain properties allotted to her. The cross-defendants countered with the assertion that some of the properties belonged to them, and all the rest to their father Leon Calimon, and that Macaria E. Mariano had voluntarily and validly signed the documents mentioned in her cross-claim.

The three-cornered fight was heard, in the court of first instance of Bulacan, partly on a stipulation of facts, but mostly on documentary and testimonial evidence. However, before it was submitted for decision, the plaintiffs asked for the dismissal—which was granted—of their complaint, due to their inability to prove certain material allegations. Remaining disputants were, consequently, the heirs of Leon Calimon by his first marriage on one side, and on the other his widow Macaria E. Mariano. (By the way, she expired in 1949, during the pendency of this appeal; but she is now substituted by her two nephews Paulino Mariano and Trinidad Mariano.)

Deciding the controversy, the Hon. Bonifacio Ysip, Judge, absolved the cross-defendants and upheld the validity of the three documents, particularly Exhibit 1-Mariano, (pp. 38-44, R. A.) which cross-plaintiff Macaria E. Mariano had attempted to cancel and avoid.

Exhibit 1, written in the Tagalog dialect, signed and thumb marked by herein litigants in the presence of two

witnesses, was ratified by them before the Clerk of Court of Bulacan oft March 12, 1941 i.e., about a month after the death of Leon Calimon. It is an agreement, kasunduan", whereby for and in consideration of a riceland, a fishpond and cash in the amount of P2,400, which she was awarded from the mass of property possessed by Leon Calimon in his lifetime, Macaria E. Mariano renounced in favor of the cross-defendants heirs of Calimon by the first marriage, (the Calimon sisters), all her interest and rights in the estate of the deceased Leon Calimon as well as her participation in the conjugal partnership with him.

On the same day and before the same official, Macaria E. Mariano thumb-printed Exhibit 2-Mariano whereby she promised to give the Calimon sisters a first option if she should later resolve to alienate the realty she had obtained by virtue of the first "kasunduan", Exhibit 1Mariano.

About ten days afterwards, on March 21, 1941, the Calimon sisters executed among themselves a partition of the properties assigned to them (Exhibit 3) partition which their stepmother Macaria E. Mariano thumbmarked, either to manifest her conformity and ratify her previous cession or renunciation, or to act as a witness lending her influence to the solemnity of the agreement. There is evidence that she even intervened either to advise some of the parties to give their consent, or to soothe the feelings of those who thought they were not awarded a fair participation.

Describing the circumstances under which the documents Exhibit 1-Mariano and Exhibit 2-Mariano had been prepared and executed, the trial judge wrote:

"La contrademandante Macaria E. Mariano presento en apoyo de su contencion al abogado Mariano Bustos, que fue el Notario Publico que preparo el documento Exhibit 1-Mariano, tambien presento como su testigo a las contrademandadas Tranquilina, Carmta apellidadas Calimon, y la propia contrademandante.

"El abogado Mariano Bustos, declarando como testigo de la contrademandante, dijo que antes de la preparacion del Exhibit 1-Mariano se le hizo una consulta sobre los derechos que pudiera tener Macaria E. Mariano en los bienes del difunto Leon Calimon, y esta consulta lo hizo Manuel Asuncion en nombre y representacion de su abuela Macaria E. Mariano; el abogado Bustos le dijo que la viuda Macaria E. Mariano tenia derecho a la mitad de los bienes gananciales, ademas de su derecho de usufructo. Unos cuantos dias despues, la misma contrademandante en compania de su itieto Manuel Asuncion, se apersono al abogado Bustos para pedir la confirmacion de la opinion dada por dicho abogado al referido Manuel Asuncion, y se lo repitio a la contrademandante (Pags. 153-55, n. t., Vol. 4). Transcurridos algunos dias despues de la ultima visita de Macaria E. Mariano Hegeron a su oficina en el edificio municipal del municipio de Bulacan, Bulacan, la contrademandante y las contrademandadas, y despues de la conversacion habida entre ellas se preparo el Exhibit 1-Mariano y 2-Mariano que fue leído despues de puesto en limpio, por el abogado Bustos a las hermanas Calimon y Macaria E. Mariano (par. 167, n. t., Vol. 4). Una vez enterados de su contenido que cypressaba el convenio habido entre las partes interesadas, fueron a la oficina de la Escribania de este Juzgado, acompanadas por dicho abogado Bustos, para ser ratificado dicho documento ante el Escribano de este Juzgado Sr. Marciano de los Santos (pags. 168169, n. t., Vol. 4). Estando en la oficina del Escribano, se ratified el documento Exhibit 1-Mariano y 2-Mariano, y en la misma oficina y ante el mismo Escribano se firmo por las partes dicho documento Exhibit 1-Mariano, asi como Macaria E. Mariano estampo su marca digital en el mismo. El abogado Bustos declaro, ademas, que el Escribano antes de hacer el referido documento lo lleyo a todas las partes interesadas y se los pregunto si habian entendido el contenido del mismo todas ellas, la misma Macaria E. Mariano contestaron que estaban conformes (pigs. 169-170, n. t. Vol. 4).

"Alipio Culala, un empleado de la oficina de la Escribania de este Juzgado y uno de los testigos presenciales del documento Exhibit 1-Mariano y 2-Mariano, testificando, declaro que estaba presente cuando se ratified dicho documento ante el Escribano de este Juzgado, Sr. Marciano ue los Santos, que la marca digital que aparece estampada en dichos documentos Exhibits 1-Mariano, y 2-Mariano era de ella, estampada por ella, despues que el Escribano haya leído el contenido de dichos documentos a todas las partes otorgantes y despues

de haber dado por estas su confonnidad.

"El otro testigo Marciano de los Santos, Escribano entonces de este Juzgado y ante quien se ratified el documento Exhibit 1-Mariano y se juro Exhibit 2-Mariano, corrobora todo lo declarado por el abogado Bustos y el testigo presencial Alipio Culala en relacion a la ratificacion y el debido otorgamiento del Exhibit 1-Mariano y al juramento del Exhibit 2-Mariano. Este testigo declaro, ademas, que antes de que las partes otorgantes estamparan sus firmas en dichos documentos, se las leyo el contenido de los mismos en el mismo dialecto en que estaban escritos y todas ellas manifestaron que estaban enteradas de su contenido."

The court reached the conclusion that the three documents were valid and binding, and that as a consequence the Calimon sisters were entitled to continue possessing the lands and properties assigned to them by virtue of said Exhibits. The cross-defendants were absolved from the cross-complaint.

It is argued that it was error for the lower court to adjudge the controversy upon the strength of the above mentioned exhibits, without previously requiring an inventory and liquidation of the conjugal properties of the deceased Leon Calimon and the cross-plaintiff. It is also argued the trial court erred in not holding that all the lots, except four, were ganancial assets of said spouses.

In our opinion there was no mistake. It was unnecessary to prepare the inventory and make the liquidation because the parties interested, i.e., the heirs of Leon Calimon and his widow had already reached a compromise by means of Exhibit 1-Mariano. And supposing that all those lots were community property, still the said exhibit governs the rights of the parties. A similar document of renunciation, by the widow, of her participation was held valid and binding in Antonio vs. Aloe, 25 Phil. 147. And under the provision of article 1418 of the Civil Code, inventory shall not be required if, after the partnership has been dissolved, one of the spouses of his or her successors shall have renounced its effects.

But the herein cross-plaintiff wishes to withdraw from her commitments, pretending that she had signed the document because she had been induced to believe she had no rights whatsoever inasmuch as she had borne no child of Leon Calimon. That claim was discredited by His Honor, correctly, we believe, because the document Exhibit 1-Mariano which was explained to her says: "(b) Nalalaman ko ang aking karapatan alinsunod sa batas sapagka't dito'y maraming tao ang nagpaliwanag sa akin at sinasabi nilang ako'y maaaring maghabol sa kalahati (1/2) ng lahat ng pagaaring nabili at naipoh ng aking asawa noong siya'y nabubuhay pagkatapos na kami ay makasal; sa may kapangyarlhan upang paghabulin itong aking karapatan * * *."

At any rate her error, if any, was an error of law which ordinarily does not vitiate contractual consent.

"La clasificacion del error y su distinta influencia, dependen de la ntaterla eh que recaiga, como ya lo indica este articulo, y siguiendo los preceptos de este, completandolos con algunas distineiones, podemos enumerar el error sobre la sufetancia y sobre las eondiciones, refiriendose a las cosas; el error sobre las personas, sobre las cualidades o sobre el nombre de estas tratandose de las mismas: el error sobre la cantidad o sobre la cuenta, respecto de precios y sumas; el error de heckb y el de derecho en general.

Respecto de esta liltima distineion, la mas fundamental, diremos attes de paear ftias adelante, que, por lo general, el error a que este articulo se reflerei el que eotistituye vicio del consentimiento, es el de hecho, no es el de derecho, ni siquiera cuando precfeamente yersa el contrato (la transaccion) sobre aquellos de que se crean asistidas las partes. En este sentido, la jurisprudencia declara, en sentehcia de 12 de Febrero de 1898, que "el error que vicia contratos y las transacciones en su caso, por falta de consentimiento, con arreglo a los articulos 1.261, 1.265, 1.266 y 1.817, he de recaef feobre la sustancia de la cosa objeto del contrato, y no sobre el derecho que asista a las partes, principalmente cuando la diferencia de apreciacion sobre este derecho es lo que da lugar al contrato." (Manresa, Vol. 8, pag. 590-591.)

Still less meritorious is appellant's protestation that she didn't know the contents of the document, and was too feeble-minded to perceive the consequences thereof. The attorney-at-law who prepared Exhibit 1-Mariano, and the clerk of court of Bulacan, swore that they explained that document to her. The trial court found she was informed of the contents thereof. And a reading of her testimony, far from disclosing an ignorant woman whose utter gullibility requires judicial relief, shows an aged individual, unlettered but normal in all respects.

The trial court regarded the document partly as donation of Macaria Mariano's moiety in the partnership assets, partly as renunciation of her usufructuary rights over the portion corresponding to Leon Calimon.

If it is a donation—the appellant insists—it is void because, contrary to the provisions of article 633 of the Civil Code, the instrument does not specifically describe properties donated; and according to the rulings of this court strict compliance with the formalities prescribed by the Code is essential to the validity of a gift of real estate. Indeed, Exhibit 1-Mariano does not particularize the parcels assigned to the Calimon sisters. But the appellees submit the theory that it is a document of renunciation of her rights, if any, to the conjugal partnership assets, and as such renunciation it required no donation formalities. Evidently the Calimon sisters were unwilling to concede that all lots belonged to the conjugal partnership, saying they belonged exclusively to them and to their father. But to avoid a litigation they offered to give Macaria E. Mariano two lots plus cash, if she will renounce to all the rest. Macaria agreed, and Exhibit 1-Mariano was executed. There could be no donation of specific realty, because the Calimon sisters never admitted that Macaria E. Mariano was the owner thereof. Exhibit 1 was the result of a settlement or compromise. It is a valid contract, to which the form prescribed for donations is not pertinent. Granted she miscalculated; yet a compromise entered into and carried out in good faith will not be discarded even if there was a mistake of law or fact, (*McCarthy vs. Barber Steamship Lines*, 45 Phil., 488) because courts have no power to relieve parties from obligations voluntarily assumed, simply because their contracts turned out to be disastrous deals or unwise investments.

"Men may do foolish things, make ridiculous contracts, use miserable judgment, and lose money by them—indeed, all they have in the world; but not for that alone can the law intervene and restore. There must be, in addition, a violation of law, the commission of what the law knows as an actionable wrong, before the courts are authorized to lay hold of the situation and remedy it." (*Vales vs. Villa*, 35 Phil., 788.)

And yet, for all appellant's claims, hers was not a very hard bargain. The cash and the property ceded to her amounted to P14,000. The assessed value of the lots in Exhibit A (excluding those admittedly acquired before her marriage and those in the name of the Calimon sisters) totals around P32,785. It is unquestioned that the income from her share was sufficient for her maintenance during the rest of her natural life. And it is asserted that the only reason she complained of the Calimon sisters was the supposed delay in the delivery of the fishpond promised to her.

In this connection, and replying to the appellees' contention that some of the properties belonged exclusively to them, the appellant invites attention to appellees' answer wherein they reported that the lots had been acquired by Leon Calimon with money belonging to him exclusively. Appellant avers that their contention is at war with their above allegation.

Appellees' position is that their pleading constituted no estoppel. Anyway, being the only descendants of Leon Calimon they would equally be entitled to such properties, even if it were true, as recited in their answer, that the properties were owned by Leon Calimon. Furthermore if the rule of estoppel is applied, appellant, who adopted the answer of appellees, would likewise be estopped to deny the proprietorship of Leon Calimon.

Invoking article 1074 of the Civil Code providing that partitions may be rescinded on account of lesion exceeding the fourth part, the appellant pleads that Exhibit 3-Mariano should be rescinded "for whether we take it from the

assessed value, the market value or the total area of the properties in litigation, a lesion is suffered by cross-plaintiff by much more than 1/4 * * * "(p. 96, brief). The obvious answer to this is what appellees suggest: The cross-plaintiff was no party to that partition, and therefore she has no enforceable rights in connection therewith.

The last assignment of error relates to the failure of the trial judge to declare that when Leon Calimon died he had around P60.000 in cash, for which Enriqueta Calimon should account, she being the person who had access to the safe.

In addition to the fact that the evidence on the point is insufficient, His Honor evidently deemed it unnecessary to go into the matter, in view of his opinion on the validity and binding effect of the three exhibits the cross-plaintiff had knowingly executed. And we cannot say he erred on the subject.

Wherefore, finding no reversible mistake in the judgment under review, we hereby affirm it, with costs against appellant i.e., her substitutes.

Paras, C. J., Feria, Pablo, Padilla, Tuason, Montemayor, Reyes, Jugo and Bautista Angelo, JJ., concur.

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