

DOLORES A. IGNACIO, PLAINTIFF AND APPELLEE, VS. FELISA MARTINEZ AND JUAN MARTINEZ, DEFENDANTS AND APPELLANTS.

G.R. No. 10722. February 18, 1916

Ponente: TRENT, J.

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TRENT, J.:

Crispulo Martinez, the deceased husband of Dolores Arce Ignacio and father of the minor Arsenio Martinez, was a brother of Felisa Martinez and uncle of Juan Martinez, the defendants. The plaintiff's ward and the defendants were the owners in equal parts of the undivided real estate described in the complaint. Dolores Arce Ignacio, as the guardian of her minor son, instituted this action for the purpose of having the property divided and the one-third part belonging to the minor turned over to her. Judgment was also asked against the defendant, Felisa Martinez, for one-third of the value of the products of the land during the time the latter has been in the exclusive possession of the same. The defendant, Felisa Martinez, alleged that she and her deceased husband bought Crispulo Martinez' interest in the property in question in 1908. Judgment was entered by the court below in accordance with the prayer of the complaint, and the defendant, Felisa Martinez, appealed.

That an adult heir may sell, assign or mortgage his undivided interest in the estate of his deceased parents. although he himself has legal heirs, there can be no question. (Ramirez vs. Bautista, 14 Phil. Rep., 528.) So, therefore, our inquiry is limited to the question relating to the validity of appellants' Exhibit No. 2 and the legal effect resulting therefrom. This exhibit reads as follow:

"I, Crispulo Martinez y Alejandrino, a native and resident of the municipality of Calapan, Mindoro, P. I., do hereby declare:

"(1) That the real and personal property, and the cattle which are listed under my name in the land-assessment roll, form the estate left by my deceased parents Leoncio Martinez and Magdalena Alejandrino and, consequently, are now our common property and belong to me and my sister Felisa (by our own rights) and to my nephew Juan Martinez (by right of representation).

"(2) That the total value of the said property constituting our inheritance, or the assessed value of the same amounts to (P2,700) two thousand, seven hundred pesos, Philippine currency, which, divided into three equal parts, makes the share of each one (P900) nine hundred pesos.

"(3) That, by my being in Manila pursuing a course of study in secondary instruction and law during the five years immediately preceding the execution of this document, I have spent the sum of (P2,500) two thousand, five hundred pesos, which was paid by the married couple Luciano Lopez and Felisa Martinez, the said sum having been spent by me in the following manner:

"Course of 1902 to 1903 (10 months), monthly board and lodging at P45

P 450.00

"Course of 1903 to 1904 (10 months), monthly board and lodging at P45

450.00

"Course of 1904 to 1905, whole year, at P50

600.00

"Course of 1905 to 1906, whole year, at P50

600.00

"1908 (8 months) at P50

400.00

2,500.00

"(4) That, in consideration of these expenses, I hereby set forth that I renounce totally the share that may belong to me, after the partition of the said property, and I assign the said share to the aforementioned married couple Luciano Lopez and Felisa Martinez, or to their lawful heirs.

"All this I do freely and voluntarily, and affix my signature hereto in the presence of the witnesses who sign at the end hereof, in Calapan, this 30th day of August, 1908.

"CRISPULO MARTINEZ.

"Witnesses:

"DOMINGO ACEDERA.

"SANTIAGO MENDOZA."

This document, after having been signed on the date stated, was duly ratified before a notary public on December 22, 1908. Crispulo Martinez died on September 18, 1911. It is claimed by the plaintiff that Exhibit No. 2 was signed and ratified by Crispulo Martinez without consideration at a time when he was living with his sister, Felisa Martinez, separate from his wife and son on account of bad feeling then existing between them, and that on the very day that Crispulo died, he having returned home sometime before that date, he requested his wife, in the presence of Felisa, to send for a person to make his will, as he wished to annul Exhibit No. 2, and that Felisa then stated to him that it was not necessary for him to make his will for that purpose as she had already destroyed the document. It is further claimed that even admitting all else, Exhibit No. 2 does not have the legal effect of vesting title in the defendant Felisa and her deceased husband because, "in view of the terms of this document, it has the legal force of a repudiation of inheritance." The trial court found for the plaintiff on the questions of fact and held with her upon the question of law. Both are before us for review.

Exhibit No. 2 is a contract executed with all the formalities of the law between Crispulo Martinez on the one side and Luciano Lopez and Felisa Martinez on the other. As such, it can only be annulled for the same reasons as any other contract of like character. Felisa Martinez, the only one now living of the contracting parties, took charge of all the property in question in September, 1908. Although her husband was living at the time, he was so ill that he was unable to attend to any business whatever, having died a few weeks thereafter. Notwithstanding the fact that Crispulo Martinez did not die until 1911, he had nothing to do with the administration of this property, nor did he declare the same for the purposes of taxation, nor receive any of the products, as he had done from the time of his father's death in 1899 up to the execution of the document in 1908. The property remained in the peaceable

possession of Felisa Martinez from the date of the execution of Exhibit No. 2 until the commencement of this action, a period of nearly six years. The only testimony in the record which tends to show that the document was executed by Crispulo Martinez, on account of the trouble then existing between him and his wife, and without consideration, is that of the plaintiff, Dolores Arce Ignacio, with reference to the alleged conversation which took place between herself and her deceased husband, a few hours before he died, and Felisa Martinez, and the fact that Crispulo Martinez was living at the time separate from his wife and boy on account of the trouble which he had had with his wife. On the other hand, the defendant, Felisa Martinez, presented the duly executed and ratified document, showing the liquidation of the accounts with the deceased Crispulo Martinez. Her own testimony, explaining in detail the entire transactions, shows the peaceable possession of all the property for the time which we have indicated, receipt of the products, and the tax declarations made by her. The deceased Crispulo Martinez, being a lawyer by profession, knew what he was doing when he signed and ratified Exhibit No. 2, and knew the legal effects which that document produced. The trial court in declaring that Exhibit No. 2 was of no value, based its decision largely upon the fact, as the court said, that Felisa Martinez did not categorically deny the conversation above mentioned. Felisa Martinez' whole defense in the court below and in this court is an absolute denial of that conversation. In making its findings of fact, we think the lower court failed to give due weight to the notarial document and the other documentary evidence presented. This important fact takes the case out of the general rule laid down by this court to the effect that the findings of fact made by a trial court will not be reversed where the same is based upon contradictory testimony of witnesses. For these reasons we must reverse the court below upon the questions of fact and hold that Exhibit No. 2 was duly executed for a valuable consideration.

The trial court was of the opinion that the execution of the above quoted document was an attempt "to repudiate an inheritance" and that the document does not produce this effect because it does not meet the requirements of article 1008 of the Civil Code. In support of this holding the court relied upon the language used in the fourth paragraph. Crispulo Martinez stated therein that "in consideration of these expenses, I hereby set forth that I renounce totally the share that may belong to me and assign the said share to Luciano Lopez and Felisa Martinez, or to their lawful heirs." Under the Civil Code, repudiation of the inheritance is an act entirely voluntary and free, made without consideration. An heir cannot renounce his inheritance in favor of a designated heir or heirs, or any other person. (The substitute referred to in paragraph 3 of article 1912 is the person designated by the testator.) Neither can an heir renounce or repudiate his inheritance so as to relieve himself of all liability after he had accepted the inheritance, without the benefit of an inventory, and had received the products therefrom as such heir. Acts of mere conservation or professional administration do not constitute an acceptance of the inheritance.

In the instant case, Crispulo Martinez had, by taking possession of the property, exercising acts of dominion over it, and receiving products therefrom for a period of more than eight years, accepted the inheritance without the benefit of an inventory. He "renounced" his interest in favor of designated persons, one of whom was not an heir of his deceased parents, and for a valuable consideration. The word "renounce," used in paragraph 4 of the document, does not, under the terms of the document, constitute the repudiation of an inheritance. The entire document must be considered together. Words, phrases or clauses cannot be segregated and given a meaning which is contrary to the terms of the entire document. "The whole contract must be interpreted or read together in order to arrive at its true meaning." (Barretto vs. Santa Marina, 26 Phil. Rep., 200.)

It having been clearly shown that Crispulo Martinez owed, on the 30th day of August, 1908, Luciano Lopez and Felisa Martinez the sum of P2,500, money loaned him while he was in school, and he being of mature age, Exhibit No. 2 was, in truth and in law, an assignment by Crispulo of his interest in the property in question to Felisa Martinez and her husband in payment of his debt. This act is authorized by article 1175 of the Civil Code.

For the foregoing reasons, the judgment appealed from is reversed and the complaint dismissed, without costs in

this instance. So ordered.

Arellano, C. J., Torres, Johnson, and Carson, JJ., concur.

Moreland, J., concurs in the result

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