INTESTATE ESTATE OF THE LATE FELIPE BUENAVENTURA,

G.R. NO. 131614. June 08, 2006

Ponente: CALLEJO, SR., J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-131614/

CALLEJO, SR., J.:

Felipe Buenaventura, who was twice married, died intestate on January 10, 1954. He was survived by his children, one of whom is Atty. Beethoven Buenaventura, a recognized natural son.[1]

The inventory of Felipe's estate showed that he owned twenty (20) parcels of land located in Ilog, Negros Occidental and a building of strong materials:

I N V E N T O R Y

LOTS NOS.
LOCATION ASSESSED VALUE

1. Lot #238 Rizal St., Dancalan, Ilog, Neg. Occ. P 390.00

2. 1809
Vista Alegre, Ilog, Neg. Occ.
2,780.00

3. 1863-A
" " " " "
4,830.00

4. 1863-B
" " " " " 10,360.00

5. 1869
" " " " " 1,590.00

6. 1871-B
" " " " "
37,460.00

7. 1882
Dancalan, Ilog, Neg. Occ.
110.00

8. 1894
" " " " "
2,240.00

9. 1902
Vista Alegre, Ilog, Neg. Occ. 70.00

10. 1933
" " " " " 6,600.00

11. 2046
" " " " "
5,030.00

12. 2048
Dancalan, Ilog, Neg. Occ.
5,830.00

13. 2073
" " " " "
9,280.00

14. 2194
Calubang, Ilog, Neg. Occ.
5,530.00

15. 2270
" " " " "
1,250.00

16. 2380
Gusa, Calubang, Ilog, Neg. Occ.
110.00

17. 2655
Hda. Rosario, Ilog, Neg. Occ.
650.00

18. 2653
Vista Alegre, Ilog, Neg. Occ.
110.00

19. 1046
Camansi, Ilog, Neg. Occ.
1,280.00

20. 2271 Dancalan, Ilog, Neg. Occ. 200.00

B U I L D I N G

1. House of strong materials situated in Dancalan,
Ilog, Neg. Occ. 7,000.00

COLLECTIBLE ACCOUNT

From Alcibiades Mombay, La Carlota, Neg. Occ. 1,425.00

Total P104,125.00[2]

Lot No. 2194 was being cultivated by two agricultural tenants.

Anacoreta B. Francisco, one of the children of the deceased by his first wife, filed a Petition in the Regional Trial Court (RTC) of Kabankalan, Negros Occidental, for the settlement of the estate and for appointment as

administratrix. In due course, the intestate court appointed her as administratrix. She, in turn, appointed her son, Michael Francisco, as her "encargado."[3] Anacoreta left for the United States in 1987.

On October 24, 1966, the RTC issued an Order listing and declaring the children and lawful heirs of the deceased by his first wife, namely:

- Pedro Buenaventura; aged 57; Dancalan, Ilog, Negros Occidental.

- Nicasia Buenaventura; aged 55; Dancalan, Ilog, Negros Occidental.

- Flora Buenaventura; aged 54; Dancalan, Ilog, Negros Occidental.

- Anacor[e]ta Buenaventura; aged 53; 2-B, Urma Drive, Baltao Subdiv., Parañaque, Rizal.

- Luz Buenaventura; aged 52; Dancalan, Ilog, Negros Occidental.

- Emilia Buenaventura; aged 51; Dancalan, Ilog, Negros Occidental.

- Simon Buenaventura, Sr.; who died during the Japanese Occupation; represented by his widow and children, to wit:
(a)Carmen Meñez; widow; aged 66; Center St., Sampaloc, Manila.
(b)Simon Buenaventura, Jr.; aged 37; Center St., Sampaloc, Manila.
(c)Agnes Buenaventura; aged 36; Center St., Sampaloc, Manila.
(d)Teresita Buenaventura; aged 35; Center St., Sampaloc, Manila.
(e)Mila Buenaventura; aged 26; Center St., Sampaloc, Manila.[4]

The RTC also listed the children and lawful heirs of the deceased by his second wife:

- Purisima Buenaventura; aged 38; Dancalan, Ilog, Negros Occidental.

- Rodolfo Buenaventura; aged 37; Central Bacolod-Murcia, Bacolod City.

- Thelma Buenaventura; aged 36; Aguisan, Himamaylan, Negros Occidental.

- Phoebe Buenaventura; aged 35; San Jose, Antique.

- Jose Buenaventura; aged 34; Central Bacolod-Murcia, Bacolod City.

- Antonio Buenaventura; aged 33; c/o Rodolfo Buenaventura, Bacolod-Murcia, Bacolod City.

- Sally Buenaventura; aged 26; San Jose, Antique.[5]

In the meantime, some of the heirs sold their undivided shares in the estate. One of the vendees was the Ilog Agricultural Corporation (IAC) which acquired an undivided 18/29 portion in the share of nine of the heirs, including Lot Nos. 2194 and 2380.[6] Another assignee, Manuel A. Gomez, who, along with IAC, intervened in the case, and the intestate court ordered the substitution of parties.[7]

Appointed as Joint Special Administrators were Arnulfo Nono and Angel Gabriel, who submitted a Project of Partition[8] of the estate dated October 9, 1972 indicating the respective share of each heir:

1. To NICASIA BUENAVENTURA 2/29
shares

2. To FLORA BUENAVENTURA

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

2/29
shares

3. To ANACOR[E]TA BUENAVENTURA
2/29
shares

4. To LUZ BUENAVENTURA 2/29
shares

5. To EMILIA BUENAVENTURA
2/29
shares

6. To PEDRO BUENAVENTURA
2/29

shares from which shall be taken 4 has. of sugar land and 2 has. of rice land he sold to intervenor, Manuel A. Gomez, and which shall go to the latter.

7. To BEETHOVEN BUENAVENTURA
1/29
share

8. To the intervenor MANUEL A. GOMEZ
16/29

shares to which shall be added 4 has. of sugar land and2 has. of rice land to be taken from the 2/29 shares of Pedro Buenaventura.[9]

On March 6, 1973, the RTC issued an Order[10]approving the Project of Partition, subject to the submission of the report of accounts of said special administrators.

In an Order dated December 21, 1990, the RTC appointed Michael B. Francisco, Atty. Beethoven Buenaventura, and Atty. Nilo Sorbito, the counsel of the IAC, as "Commissioners or Special Administrators for the purpose of preparing a physical partition of the estate" based on the already approved project of partition.

On November 27, 1991, Attys. Sorbito and Buenaventura submitted a Joint Motion for the approval of the physical partition of the estate as shown in the sketch plan appended thereto, where Nicasia Buenaventura was allotted Lot No. 1871-B, while Lot No. 2194 was allotted to the IAC:

REAL PROPERTIES

TOTAL AREA
98.6676 hectares, more or less.

NAME OF HEIR
SHARE IN HECTARES

1. Nicasia Buenaventura

2/29th shares

7.7247 hectares, more or less.

2/29th shares (per deed of sale executed by her late sister, Flora, while yet alive)

7.7247 hectares, more or less.

TOTAL -
15.4494 hectares, more or less.

2. Anacoreta Buenaventura
2/29th shares
7.7247 hectares, more or less.

3. Emilia Buenaventura
2/29th shares
7.7247 hectares, more or less.

4. Pedro Buenaventura
Unsold share
1.6132 hectares, more or less.

5. Simon, Purisima, Rodolfo, Thelma, Jose, Febe, Sally & Antonio (all surnamed Buenaventura) 1/8th share each (.6132 hectares) (their shares from deceased sister, Luz Buenaventura
4.9051 hectares, more or less.

6. Beethoven Buenaventura
1/29th share 3.8657 hectares, more or less.

7. Ilog Agricultural Corporation
18/29th shares
(Shares bought from the nine (9) surviving legal heirs, namely, Simon, Pedro, Purisima, Rodolfo, Thelma, Jose, Febe, Sally & Antonio
57.3840 hectares, more or less.[11]

In an Order[12] dated December 20, 1991, the intestate court declared that, while Special Administrator Michael Francisco did not sign the Joint Motion, it was taking judicial notice of the fact that he actively participated in the preparation of the sketch plan.

Michael, however, objected to the partition on the ground that it was incomplete and erroneous. In his Compliance[13] to the intestate court's directive to state his objections in writing, he alleged that IAC had occupied Lot No. 2194 long before the approval of the project of partition, and that the agreement was for IAC to cede Lot Nos. 2194 and 2380 in favor of Anacoreta and Beethoven in exchange for the latter's share in Lot No. 1863-B. He also claimed that IAC had already harvested the produce therefrom. The pleading contained the following prayer:

> WHEREFORE, in view of the foregoing premises, it is respectfully prayed of the Honorable Court that the Order of December 20, 1991 be set aside and that the special administrators be ordered to submit a new project of partition as reflected in a new sketch plan after all the foregoing grounds for objection as enumerated in this COMPLIANCE are threshed and ironed out.[14]

In view of this objection, Attys. Sorbito and Buenaventura submitted a new parcellary map for the physical partition of the estate. On October 30, 1992, a conference was held among the parties, during which Francisco manifested to the court that the share of Nicasia Buenaventura in Lot No. 1871-B, with an area of 7 ½ hectares, was to be swapped with Lot No. 2194 which IAC had assigned to Anacoreta and Beethoven. The conferees agreed to partition the estate as follows: Lot No. 1871-A, originally allotted to Nicasia Buenaventura, to be swapped for an equivalent area in Lot No. 2194; a portion of Lot No. 1871-A and the residue of Lot No. 2194 to be allotted to Atty. Beethoven Buenaventura; and Lot No. 1871-B to be assigned to the IAC.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> Portion of Lot No. 2073, colored BLUE, is assigned to EMILIA VAIL.
>
> Portion of Lot No. 2073, colored BLACK, which is supposed to be share of Luz Buenaventura who is already dead, goes to the HEIRS OF LUZ BUENAVENTURA.
>
> Lot Nos. 1709, 2655, 1869, 1894, 2270, 1882, 238 and 2653, colored GREEN, are allotted to NICASIA, except for Lot No. 1871-A, colored green, which is supposed to be part of Nicasia's share, will be swapped to Lot No. 2380 and portion of Lot No. 2194, colored RED and YELLOW, equivalent to the share of Nicasia in Lot No. 1871, colored green.
>
> Lot Nos. 1863-B, 1871-B, 2048, 2046, 1046-A and 1982, colored ORANGE, are assigned to Ilog Agricultural Corporation.
>
> And in exchange for Lot No. 1871, colored GREEN, this will now become the share of ANACORETA B. FRANCISCO, which will be colored RED, together with Lot No. 1933.
>
> Portion of Lot No. 1871-A, colored YELLOW, and whatever remains in Lot No. 2194 which is estimated to be not less than one (1) hectare after deducting the share of Nicasia in lieu of Lot No. 1871-A, shall become the share of BEETHOVEN BUENAVENTURA, to be colored YELLOW. (Emphasis supplied)[15]

The Joint Commissioners and the counsels present signed the stenographic notes taken during the conference.

However, the parties, through counsel, revised the October 30, 1992 Partition Agreement on December 10, 1992. In this amended project of partition, Nicasia was allotted portions of Lot Nos. 2194 and 2380, consisting of 6.6529 and 1.7050 hectares, respectively. The rest of Lot No. 2194, a tenanted lot with an area of 1.2500 hectares, was allotted to Beethoven.[16]

Nicasia later engaged the services of Atty. Beethoven Buenaventura as counsel and told him of her objection to the "swapping" of the two lots under the revised project of partition. Nicasia, through counsel, filed a Manifestation on January 15, 1993, informing the court of her objection to the physical partition of the property, to wit:

> x x x x
>
> - That during the hearing of [the] above-entitled case last October 30, 1992, one of the special administrators, Mr. Michael Francisco, manifested that the share of Nicasia Buenaventura which has been colored green in Annex "A" and within Lot No. 1871-B of the Intestate Estate consisting of about seven and a half (7 ½) hectares, more or less, was to be swapped to the whole of Lot No. 2194. This Lot 2194 supposedly would be the share of the Intervenor but was later assigned by said Intervenor in equal shares in favor of Anacoreta Buenaventura and Beethoven Buenaventura as their compromise agreement;
>
> - That when this swapping of the share of Nicasia Buenaventura from Lot 1871-B to Lot 2194 was brought to her attention, she vehemently denied that she has ever consented or ever authorized Michael Francisco to swap her share in Lot 1871-B with that of Lot 2194.All what (sic) Nicasia Buenaventura wants is that her share in Lot 1871-B as shown in Annex "A" (marked Green) of the Joint Motion aforesaid and approved already by this Honorable Court should be the one to prevail but not to be swapped to Lot 2194;
>
> - That also during the October 30, 1992 hearing, it was provisionally agreed that the area to be assigned to Beethoven Buenaventura in Lot 2194 should only be from one (1) to two (2) hectares in area. However, it has come to the attention of Beethoven Buenaventura that the whole of this Lot 2194 is being tenanted by no less than nine (9) tenants, so that in order that a definite area could be effected insofar as the tenants are concerned, he hereby manifests that the portions of Lot 2194 as tenanted by tenants Fausto Vingno and Pedro Epondo be the ones to be assigned to him by the Intervenor, of course, the whole area won't exceed two (2) hectares.[17]

Nicasia insisted that she should retain Lot No. 1871-B which was originally allotted to her, and prayed that the "swapping" of said lot for Lot No. 2194 be set aside.

On February 2, 1993, the intervenor IAC, through counsel, filed a Motion[18] for the Approval of the Project of Partition dated October 30,1992 as revised on December 10, 1992.

The intestate court set another conference of the parties at 8:30 a.m., August 13, 1993.[19] During the conference, it noted that the parties had agreed on the partition of the estate on October 30, 1992, as revised on December 10, 1992 except Nicasia's share.[20]

In the Manifestation[21] filed by Nicasia through counsel Atty. Beethoven Buenaventura on August 19, 1993, she alleged that she had not authorized Michael Francisco to swap Lot No. 1871-B for that of Lot No. 2194 considering that Lot No. 2194 had been already assigned to Anacoreta Francisco and Beethoven Buenaventura. She also filed a Motion[22] on September 13, 1993, praying that Lot No. 1871-B be restored to her as her share in the estate.

On November 9, 1993, the RTC issued an Order[23] indicating therein the shares of the heirs in the estate. However, it declared that the distribution of Lot No.1871-B and the portion of Lot No. 2194 be held in abeyance.

During the hearing on November 25, 1993, IAC, through counsel, and Nicasia Buenaventura agreed that should a portion of the latter's share in Lot No. 1871-B comprising an area of 77,335 square meters be leased by intervenor IAC, she would no longer interpose further objection to the swapping as previously agreed on October 30, 1992. IAC, represented by Atty. Sorbito, manifested the corporation's willingness to lease Nicasia's share in Lot No. 1871-B with an area of 77,335 square meters in such an amount as maybe agreed upon later. Nicasia agreed to a lease rate of P3,000.00 per hectare payable in advance for three years. Atty. Sorbito prayed to be allowed to confer with IAC as to the exact amount and manner of payment of the lease rental, and promised to inform the intestate court within three days, on or before November 27, 1993.[24]

On December 10, 1993, a hearing on the issue as to whether Nicasia Buenaventura agreed to swap Lot No.1871-B for that of Lot No. 2194 was held, during which Nicasia Buenaventura, Michael Francisco and Atty.Beethoven Buenaventura testified.

On December 13, 1993, the intestate court issued an Order[25]disposing of the disputed share in the estate of Felipe Buenaventura, to wit:

> WHEREFORE, premises considered, this Court rules that Lot No. 1871-B belongs to Ilog Agricultural Corporation, the entire share of Nicasia Buenaventura in Lot No. 1871, colored green, belongs to Anacoreta B. Francisco, and Lot No. 2194, colored red, belongs to Nicasia Buenaventura, in accordance with the swapping agreement of October 30, 1992 and the supplemental agreement of December 10, 1992.
>
> SO ORDERED.

The intestate court gave credence and full probative weight to the testimony of Michael Francisco, and to the fact that he was a member of the Joint Commissioners designated to prepare a physical partition of the estate.[26]

Nicasia appealed the order to the Court of Appeals (CA), and raised the following issues:

> - WHETHER OR NOT THE HONORABLE TRIAL COURT ERRED WHEN IT RULED THAT THE ENTIRE SHARE OF NICASIA BUENAVENTURA IN LOT NO. 1871-B BELONGS TO ANACORETA B. FRANCISCO AND LOT 2194 BELONGS TO NICASIA BUENAVENTURA; and
>
> - WHETHER OR NOT THE HEIR-MOVANT-APPELLANT IS ENTITLED TO HER MONETARY CLAIMS.[27]

Nicasia averred that she never knew of the swapping of the two lots before October 30, 1992,and maintained that she never spoke with Michael Francisco about it. She also claimed that the trial court erred in its finding that she objected to the arrangement only when she learned that the rental for Lot No. 2194 was low. She maintained that she and her brother, Atty. Beethoven Buenaventura, declared before the trial court that it was only in October 1992 that she learned of the proposed swapping of the two lots.

On July 31, 1997, the CA rendered judgment in favor of Nicasia. The fallo of the decision reads:

> WHEREFORE, the lower court's order dated December 13, 1993 is hereby SET ASIDE and another order is entered declaring the swapping of the lots involved null and void. The Court orders the restoration of the share of appellant Nicasia Buenaventura to Lot 1871-B.
>
> No pronouncements as to costs.
>
> SO ORDERED.[28]

The CA declared that under the December 20, 1991 project of partition of the estate, Lot No.1871-B had already been allotted to Nicasia; she could thus not be deprived of her right over the lot. It pointed out that, based on the records, Michael Francisco was not authorized with a special power of attorney as to bind Nicasia to the amended agreement. The appellate court stressed that, under Article 1878 of the New Civil Code, a written authorization from Nicasia was needed.[29]

Anacoreta, as the Judicial Administratrix, thereafter filed a petition for review on certiorari with this Court on the following issues: (a) whether the factual findings of the trial court, as affirmed by the CA, may be raised in this Court; (b) whether a special power of attorney is required for respondents' counsel, Atty. Beethoven Buenaventura, to bind her to the new agreement, that is, the swapping of Lot No. 1871-B with that of Lot No. 2194; (c)whether such authority is required for the Joint Commissioners to bind respondent to the new agreement; and (d) whether respondent had agreed, through Atty. Beethoven Buenaventura and Michael Francisco, to the agreement.

Petitioner submits that the findings of the trial court on the credibility of Michael Francisco and its disquisitions on the agreement of respondent to the swapping of the lots should be accorded due respect by the CA. She avers that no less than Atty. Beethoven Buenaventura, respondent's brother and counsel, had agreed to the swapping of the lots before the hearing on October 30, 1992. She knew that Michael Francisco and Beethoven Buenaventura represented the heirs, including herself, in the negotiation for the allotment of the estate. After Michael Francisco and Beethoven Buenaventura informed her of the terms and conditions of the settlement of the estate, she never objected nor disavowed their authority to bind her to a swapping of the lots or the settlement of the estate. Atty. Buenaventura even signed the stenographic notes taken on October 30, 1992 for and in behalf of respondent. Petitioner insists that respondent objected to the swapping, for the first time, only when she learned of the low rate of rental of Lot No. 2194. As against the recommendation of the Joint Commissioners and a judicial consideration by the trial court of all the circumstances, such belated objection to the amended agreement should not prevail. She pointed out that the findings of facts of the Joint Commissioners, duly approved by the court, are those of the court and are presumptively correct.

Petitioner avers that it was not necessary for Atty. Beethoven Buenaventura, as respondent's counsel to be authorized in writing to agree to a swapping of the two lots for and in behalf of respondent, especially as the respective shares of the other heirs under the partition had already been delivered. Petitioner points out that a partition is not a conveyance but simply a separation and designation of that part of the estate which belongs to each heir, and cites the ruling in Vda. de Reyes v. Court of Appeals[30]to support her claim.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

Respondent, for her part, avers that her counsel, Atty. Buenaventura, had never agreed to the swapping of the two lots for and in her behalf. She found out about the proposed swapping for the first time only when the IAC's counsel, Atty. Nilo Sorbito, proposed the swapping; and when she learned of it, she vigorously objected to the proposal. She insists that although her counsel signed the stenographic notes, he did so in his behalf as heir and not as her counsel.

The petition has no merit.

The general rule is that the findings of facts of the CA are conclusive on the Court.However, the rule does not apply if the trial court's factual findings and those of the CA are contradictory or conflicting.[31] While Rule 45 of the Rules of Court mandates that only questions of law should be raised, where the factual findings of the trial court and those of the appellate court are contradictory, the Court must perforce to review the records and make its own findings.

A careful perusal of the records show that petitioner failed to prove that, before October 30, 1992, respondent already knew, through Michael Francisco and Beethoven Buenaventura, that Lot No. 1871-B which was assigned to her would be swapped for a portion of Lot No. 2194. Nor did petitioner adduce in evidence that respondent had authorized Michael Francisco or Beethoven Buenaventura to agree, in her behalf, to the swapping of the two lots. While it is true that respondent engaged the services of Atty. Beethoven Buenaventura as her counsel, she did so only after December 10, 1992, upon learning that the Joint Commissioners had agreed to revise the October 30, 1992 partition of the estate during the December 10, 1992 conference. This prompted respondent to secure the services of counsel and file a Manifestation on January 15, 1993 informing the trial court of her objection to the swapping.

It bears stressing that Michael Francisco was merely the encargado of the administratrix, a member of the Joint Commissioners tasked to effect a physical partition of the estate. Any recommendation made in such capacity is still subject to the action of the court after due notice to the heirs; unless and until all the parties are notified of any report/recommendation, thereafter duly heard by the court, the heirs cannot thereby be bound.

Moreover, respondent is not bound by the agreement of Atty. Beethoven Buenaventura on the partition of the estate agreed upon on October 30 and December 10, 1992 because the latter did so in his personal capacity as heir of the deceased and not for and in behalf of respondent.This is gleaned from his testimony:

> ATTY. GARAYGAY:
>
> That as one of the co-administrators during the hearing on September 30, 1992, whether he has placed his signature for approval and that a conference was held on October 12, 1982 and their respective shares were being distinguished with identifying colors, and I would like to ask him whether he affirms the partition plan on October 12, 1982 and affixes his signature. I mean, did he affix his signature on the transcript of the stenographic notes report of October 10, 1992 hearing. I think, Your Honor, the signature was not on the parcellary plan but to the transcript of record.
>
> COURT:
>
> Are you willing to answer the manifestation before this Court?
>
> ATTY. BUENAVENTURA:
>
> I have already admitted that, Your Honor, if, at all, I have agreed to the partition relative to the hearing on

October 10, 1992, it was because during that time, I was only acting in my behalf and in my capacity as co-special administrator but not for Nicasia Buenaventura.

COURT:

I am asking you about your signature?

ATTY. BUENAVENTURA:

I admit that, Your Honor.

DIRECT EXAMINATION CONDUCTED BY ATTY. VICENTE
T. GARAYGAY, JR. ON WITNESS ATTY.
BEETHOVEN BUENAVENTURA

ATTY. GARAYGAY:

Did you attach your signature in the December 10, 1992 proposal wherein there was a swapping, Atty. Buenaventura?

WITNESS:

Not approved yet.

Q:

And wherein the 3 of you have to agree on that proposal made on October 10, 1992?

A:

Myself, Michael Francisco, and Atty. Nilo Sorbito were the ones who affixed our signatures regarding the hearing.

Q:

On December 10, 1992, there was a swapping, will you agree with me?

A:

I will clarify my answer, Your Honor, I have affixed my signature therein, however, if I have attached my signature thereon, I was only representing as co-special administrator and was not representing this share of Nicasia Buenaventura. I also fully believed (sic) that this Michael Francisco was duly authorized by his aunt to do the swapping but a week later, I was surprised when my sister went to Bacolod and I asked her what transpired in the conference in October 1992 but immediately upon hearing this, she vehemently opposed having authorized Michael Francisco to the swapping for her and later on she said that I will prepare to

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

represent her in this case. She vehemently denied Michael Francisco to do the swapping of her share over Lot No. 1871-B with that of Lot No. 2194.

Q:

Now, according to you since 1991, you already knew that Nicasia Buenaventura has already vehemently opposed, is that correct?

A:

No. In 1991, there was no swapping yet. The swapping was made in 1992.

Q:

When you were examining the heir Nicasia Buenaventura and she told you in answer to your question that, in 1991, she already knew about the swapping and she objected to the proposed swapping now, the question is, since 1991, she was already opposing to the swapping, did she ...

A:

That is misleading, Your Honor, because actually during the hearing in 1992 that the swapping was made.(TSN, Dec. 10, 1993, pp. 12-16, R.C. Hollero)[32]

The evidence on record negates petitioner's claim that respondent had knowledge of the planned swapping of lots even before October 30, 1992, and agreed to the same. As gleaned from the testimony of Francisco, sometime in 1990, respondent merely asked for a certain amount as an advance of her inheritance which she needed for the expenses for the death anniversary of her father, and that he (Michael) agreed to give only a portion of the amount she was asking:

ATTY. GARAYGAY:

Before the swapping, Your Honor, there was already a communication.

COURT:

What was that communication about - that she authorized you or did she not authorize you?

WITNESS:

Before the swapping, Your Honor, as I have said, she approached me because it was her desire to have the fishpond

COURT:

Alright, next question?

ATTY. GARAYGAY:

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

I think that is all for the witness, Your Honor.

x x x x

COURT:

But the question is, when did she authorize you to swap, before you signed the agreement or after?

WITNESS:

Way back in 1990.

COURT:

So, before the signing?

WITNESS:

Yes, Sir.

COURT:

Proceed.

ATTY. BUENAVENTURA:

Now, where did you meet her and talked of the swapping of her share with that Lot 1871-B and Lot2194?

WITNESS:

It was herself (sic) who went to our house and asked me for a favor, and it was that time when she asked for a certain amount to be spent for the anniversary of my grandfather and I said, I will only give you a part but for the amount that she was asking I said, I will give you the amount as soon as I have it.

Q: More or less, what month was that in 1990?

A: I cannot remember anymore.

(TSN, Dec. 10, 1993, pp. 37-38, R.C. Hollero)[33]

A careful reading of Michael Francisco's Compliance filed with the trial court on January 24, 1992 will show that he objected to the partition of the estate as approved by the trial court on December 20, 1991 only because the

sketch plan submitted by Attys. Sorbito and Buenaventura was incomplete, in that the area was assigned only to Pedro Buenaventura and Luz Buenaventura, and Emilia Vail was not indicated therein, and that Lot Nos. 2380 and 2194 assigned to the IAC(which the latter had assigned to Anacoreta Buenaventura and Beethoven Buenaventura) were not colored with the color code agreed upon by the Joint Commissioners. Michael Francisco did not interpose any objection to the December 20, 1991 partition relative to the allocation of Lot No. 2187-B to respondent.

As admitted by the IAC in its Manifestation[34]filed on September 3, 1992, the technical plan prepared by Technical Assistant Pamposo Juanola was merely to satisfy the desire of Michael Francisco and to comply with his orders without any objection of the two other administrators and the IAC. This is gleaned from the affidavit of Juanola:

> That sometime on May 7, 1991, our firm headed by Engr. Antonio Y. Bincal, as Geodetic Engineer, was hired to conduct a survey over the property of the late Felipe Buenaventura, subject matter of Spec. Proc. No. 053 (130-3139), to determine the respective shares and the actual area of the heirs of the late Felipe Buenaventura and that of Ilog Agricultural Corporation;
>
> That pursuant to the instructions and agreement of the three (3) co-administrators, Michael B. Francisco, Beethoven Buenaventura, and Nilo Sorbito, and in accordance with the instructions of Michael B. Francisco, I conducted the survey of the area and prepared a parcellary plan in accordance with the instructions of Michael B. Francisco with conformity of the two (2) co-administrators Beethoven Buenaventura and Nilo Sorbito;
>
> That the plan was submitted to the Court last November 25, 1991, however, correction was made pursuant to the instructions of Michael B. Francisco, particularly as to the actual site/location of the area pertaining to Beethoven Buenaventura; vis-a-vis that of his mother Anacoreta B. Francisco;
>
> That as instructed, I have prepared a new parcellary plan, copy of which is hereto attached as Annex "A" of this affidavit;
>
> That when I prepared the parcellary plan, it is all in accordance with the instructions of Michael B. Francisco, with the conformity of [the] other co-administrators Beethoven Buenaventura and Nilo Sorbito.[35]

Michael Francisco's Comment[36] dated November 26,1993 even states that the swapping was approved by the co-administrators and the trial court on December 10, 1992. Respondent was not present therein and could not thus have agreed to any swapping of the lots.

Even the IAC to which Lot No. 1871-B was assigned under the December 10, 1992 Order of the trial court, finally agreed to the lease by it of Lot No. 1871-B should the lot be assigned to respondent. What is so worrisome is that in its Order dated November 9, 1993, the trial court allotted Lot No. 1871-B to the IAC and, at the same time, declared that the distribution of Lot No. 1871-B and a portion of Lot No. 1294 would be held in abeyance.

IN LIGHT OF ALL THE FOREGOING, the petition is DENIED. The Decision of the Court of Appeals is AFFIRMED. Costs against petitioner.

SO ORDERED.

Panganiban, C.J., (Chairperson), Austria-Martinez, and Chico-Nazario, JJ., concur.
Ynares-Santiago, J., on leave.

---

[1] Records, p. 122.[2] Id. at 120-121.[3] Id. at 14.[4] Id. at 121-122.[5] Id. at 122.[6] Id. at 30.

[7] Id. at 123.[8] Id. at 120-124.[9] Id. at 123.[10] Id. at 118.[11] Id. at 29-30.[12] Id. at 33-34.

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

[13] Id. at 41-43.[14] Id. at 42.[15] Id. at 141.[16] Id. at 141-142.[17] Id. at 54-55.[18] Id. at 68-69.[19] Id. at 84.[20] Id. at 91.[21] Id. at 94-97.[22] Id. at 105-106.[23] Id. at 139-144.

[24] Id. at 134-135.

[25] Id. at 145-147.[26] Id. at 146-147.

[27] CA rollo, p. 28.[28] Rollo, p. 29.[29] Id. at 27-29.[30] G.R. No. 92436, July 26, 1991, 199 SCRA 646, 659, citing Hernandez v. Andal, 78 Phil. 196 (1947).[31] Litonjua v. Fernandez, G.R. No. 148116, April 14, 2004,427 SCRA 478, 489.[32] Rollo, see Comment of Respondent, pp. 7-9.[33] Id. at 13-14.[34] Records, pp. 63-65.

[35] Id. at 66.[36] Id. at 136.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.