

PHILIPPINE BANKING CORPORATION, REPRESENTING THE ESTATE OF JUSTINA SANTOS Y CANON FAUSTINO DECEASED, PLAINTIFF-APPELLANT, VS. LUI SHE, IN HER OWN BEHALF AND AS ADMINISTRATRIX OF...

G.R. No. 17587. December 18, 1967

Ponente: RUIZ CASTRO, J.

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RUIZ CASTRO, J.:

This is the second motion that the defendant-appellant has filed relative to this Court's decision of September 12, 1967. The first was a motion for reconsideration. Accepting the nullity of the other contracts (Plff Exhs. 4-7), the defendant-appellant nevertheless contended that the lease contract (Plff Exh. 3) is so separable from the rest of the contracts that it should be saved from invalidation.

In denying the motion, we pointed to the circumstances ?

“that on November 15, 1957, the parties entered into the lease contract for 50 years; that ten days after, that is on November 25, they amended the contract so as to make it cover the entire property of Justine Santos; that on December 21, less than a month after, they entered into another contract giving Wong Heng the option to buy the leased premises should his pending petition for naturalization be granted; that on November 18, 1958, after failing to secure naturalization and after finding that adoption does not confer the citizenship of the adopting parent on the adopted, the parties entered into two other contracts extending the lease to 99 years and fixing the period of the option to buy at 50 years.”

which indubitably demonstrated that each of the contracts in question was designed to carry out Justina Santos' expressed wish to give the land to Wong and thereby in effect place its ownership in alien hands,[1] about which we shall have something more to say toward the end of this resolution. We concluded that "as the lease contract was part of a scheme to violate the Constitution it suffers from the same infirmity that renders the other contracts void and can no more be saved from illegality than the rest of the contracts."

The present motion is for a new trial and is based on three documents executed by Justina Santos which, so it is claimed, constitute newly-discovered material evidence. These documents are a codicil dated November 11, 1957 and two wills executed on August 24 and August 29, 1959. In the codicil, Justine Santos not only named Tita Yaptinchay LaO the administratrix of her estate with the right to buy the properties of the estate, but also provided that if the said LaO was legally disqualified from buying (as she really was under article 1491(3) of the Civil Code), she was to be her sole heir. In either case, the codicil imposed on the administratrix the obligation to have masses said for the soul of the testatrix and of the latter's sister and parents. On the other hand, in both her 1959 wills Justina Santos enjoined her heirs to respect the lease contract made, and the conditional option given, in favor of Wong.

These documents form part of the records of civil case 59470 of the Court of First Instance of Manila in which the settlement of the estate of Justina Santos is pending, and so it is now claimed that they could not have been

produced at the trial of this case which was concluded on August 6, 1960 because they were presented in the probate court only after the death of Justine Santos on December 28, 1964.

This is a misrepresentation of the grossest sort. The documents were known to the defendant-appellant and her counsel even before the death of Justina Santos. As a matter of fact, the wills executed on August 24 and August 29, 1959 were presented in this case as Exhibits 285 and 279, respectively, for the defendant-appellant, and were considered and expressly referred to in the decision of the lower court and in our decision. As for the codicil of November 11, 1957, the defendant-appellant can hardly feign ignorance of its existence even when this case was being tried in the lower court, considering that its provisions were substantially adverted to in the testimony of one of her own witnesses[2] and were in fact recited in the decision a quo.[3] By no means can the documents in question be considered newly -discovered evidence so as to warrant a reopening of this case.[4]

Nor is there anything in the documents that is likely to alter the result we have already reached in this case. With respect to the 1957 codicil, it is claimed that Justina Santos could not have intended by the 99-year lease to give Wong the ownership of the land considering that she had earlier (the codicil was made on November 11, 1957 while the lease contract was executed on November 15, 1957) devised the property to Tita Yaptinchay LaO.

Without passing on the validity of her testamentary disposition since the issue is one pending before the probate court, it suffices to state here that even granting that Justina Santos had devised the land in dispute to LaO, Justina Santos was not thereby barred or precluded from subsequently giving the land to Wong. The execution of the lease contract which, together with the other contracts, amount to a transfer of ownership to Wong, constitutes an implied revocation of her codicil, at least insofar as the disposition of the land is concerned.[5]

As for the 1959 wills, it is said that they manifest a desire to abide by the law, as is evident from the statement therein that Wong's right to buy the land be allowed "anytime he or his children should be entitled to buy lands in the Philippines (i.e., upon becoming Filipino citizens)". It seems obvious, however, that this is nothing but a reiteration of the substance of the lease contract and the conditional option to buy which in combination, as our decision demonstrates, amount to a conveyance - the protestation of compliance with the law notwithstanding. In cases like the one at bar, motives are seldom avowed and avowals are not always candid. The problem is not, however, insuperable, especially as in this case the very witnesses for the defendant-appellant testified that ?

"Considering her age, ninety (90) years old at the time and her condition, she is a wealthy woman, it is just natural when she said 'This is what I, want and this will be done.' In particular reference to this contract of lease, when I said 'This is not proper,' she said - 'You just go ahead, you prepare that, I am the owner, and if there is illegality, I the only one that can question the illegality.'"[6]

"The ambition of the old woman before her death, according to her revelation to me, was to see to it that these properties be enjoyed, even to own them, by Wong Heng because Doña Justina told me that she did not have any relatives, near or far, and she considered Wong Heng as a son and his children her grandchildren; especially her consolation in life was when she would hear the children reciting prayers in Tagalog."[7]

"She was very emphatic in the care of the seventeen (17) dogs and of the maids who helped her much, and she told me to see to it that no one could disturb Wong Hang from those properties. That is why we thought of adoption, believing that thru adoption Wong Hong might acquire Filipino citizenship; being the adopted child of a Filipino citizen."[8]

The other points raised in the motion for new trial either have already been disposed of in our decision or are so insubstantial to merit any attention.

ACCORDINGLY, the motion for new trial is denied.

Concepcion, C.J., Reyes, JBL, Dizon, Makalintal, Bengzon, Zaldivar, Sanchez, Angeles, and Fernando, JJ., concur.

[1] Resolution, Oct. 5, 1967.

[2] T.s.n., p. 82, June 20, 1960.

[3] Decision, Sept. 16, 1960, Rec. on Appeal 208, 212 n. 1.

[4] Cf. *Bersabal v. Bernal*, 13 Phil. 463 (1909).

[5] Civ. Code arts. 830(1) and 957.

[6] Testimony of Atty. Tomas Yumol, T.s.n., p. 86, June 20, 1960 (emphasis added)

[7] Testimony of Atty. Benjamin Alonzo, t.s.n., p. 79, July 6, 1960 (emphasis added).

[8] *Id.*, t.s.n., p. 121, June 20, 1960.

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