

AGATON C. IBAÑEZ, PLAINTIFF AND APPELLANT, VS. PEDRO RODRIGUEZ ET AL., DEFENDANTS AND APPELLANTS.*G.R. No. 23153. March 07, 1925*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-23153/>**STATEMENT**

In his amended complaint, the plaintiff alleges that he and the defendants are all of age and residents of the municipality of Bogo, Province of Cebu. That Paulino Ibañez and Micaela Ibañez are made parties so as to have a final determination of the case. Plaintiff then alleges that he is the owner of an undivided one-eighth of a certain parcel of land situated in the barrio of Buac-Pulangbato, municipality of Bogo, Province of Cebu, containing an area of 74 hectares, which is specifically described in the complaint. That Agaton Ibañez, who was married to Bernarda de la Cerna, was the original owner of the land by virtue of a right of a composition con el estado in 1882. That upon his death on March 1, 1888, his widow and his children, Maria, Micaela, Paulino and Petrona, all survive ing him, succeeded to the possession and ownership of the property above described. That Petrona Ibañez died on January 8, 1899, leaving the plaintiff as her only child and heir. That Maria Ibañez died in 1913, leaving Micaela Ibañez and Paulino Ibañez as her collateral relatives and only heirs. In September, 1899, Bernarda de la Cerna, Maria Ibañez, Micaela Ibañez and Paulino Ibañez, jr., sold and conveyed all of their interests in the 74 hectares to the defendant Pedro Rodriguez, leaving unsold and unconveyed the one-eighth interest of the plaintiff, who was then a minor, in such portion. That the defendant Pedro Rodriguez, taking advantage of the minority and tender age of the plaintiff, unlawfully took possession of his interest in the land sold and retained possession thereof until he sold the same to the defendant Marcos Rubio, although he expressly promised on April 22, 1905, to return on demand to this plaintiff, his share of that land. That in the year 1905, the defendant Pedro Rodriguez sold the same land to the defendant Marcos Rubio, including the one-eighth portion of the plaintiff, and without his knowledge and consent. That at the time of the sale, the defendant Rodriguez knew that all of the land did not belong to him, and that one-eighth thereof belonged to the plaintiff, who was then a minor. That at the time he bought the property in 1905, the defendant Marcos Rubio knew that, one-eighth interest therein belonged to the plaintiff, and that such defendant has repeatedly and expressly recognized the right of the plaintiff as to such interest, and that he, Rubio, was the trustee of plaintiff's portion of the products of the land. That the defendant Rodriguez received all of the crops and products of the land sold from the year 1899 to the year 1905, arid that it is first-class land, and has been continuously cropped with sugar and corn. That at divers and sundry times for the last seven years prior to the year 1920, the plaintiff has made a demand on the defendant for an accounting for his undivided one-eighth interest of the products, but that notwithstanding such promises, no accounting has ever been made. That by reason of the acts and conduct of the defendant Rodriguez, the plaintiff has suffered damages in the sum of P10,000, and that by reason of the acts and conduct of the defendant Rubio, plaintiff has been damaged in the sum of P25,000. That the defendant obtained the Torrens title to the land on September 30, 1920, his title being numbered 2223, which was annulled by the lower court on the ground of fraud committed by the defendant Rubio, and that the decision annulling his title was confirmed by the Supreme Court on May 18, 1922, in G. R. No. 17981.[1] That in September, 1918, at the time the original application of Rubio was filed, the plaintiff was a minor. That he reached the age of majority on January 6, 1920. That it was for such reason and on

account of the promises made by the defendants, that the plaintiff "was unable to file this case previous to such date."

Wherefore, plaintiff prays for judgment against all of the defendants to the effect that he is the owner of an undivided one-eighth interest of the land, and against the defendant Rodriguez for the sum of P10,000 as damages, and against the defendant Rubio for the sum of P25,000 as damages, and for costs.

For answer, the defendants Pedro Rodriguez and Marcos Rubio admit the formal parts of the complaint, and specifically deny all other allegations which are not expressly admitted in the answer, and as a defense allege that the land in question was formerly the property of the spouses Agaton Ibañez and Bernarda de la Cerna, and that it was in legal effect their conjugal property. That as a result of the marriage, they had four children, Maria, Petrona, Paulino, and Micaela Ibañez. That Agaton Ibañez died in 1888, leaving as heirs his widow and his daughters Maria, Petrona and Micaela Ibañez, and his grandchild Paulino Ibañez, one of the defendants. That Petrona Ibañez died in 1898, leaving a natural son, who is the plaintiff, and her legitimate mother. That Bernarda de la Cerna died in the year 1907, and that her surviving heirs were Maria and Micaela Ibañez and her grandchild Paulino Ibañez. That the plaintiff, although he is a natural son of Petrona Ibañez, on account of his being a natural child, has not in law the legal right to inherit from his grandmother. That on September 8, 1899, Bernarda de la Cerna, Maria, Micaela and Paulino Ibañez, by a public document, sold and conveyed the land in question to the defendant Pedro Rodriguez, without any reservation as to plaintiff's portion, and that Pedro Rodriguez took actual possession of the land and ever since has been in such possession peacefully and quietly. That after the execution of the deed, the vendors took P125 from the amount of the purchase price and delivered it to Lazaro Ibañez for the use and benefit of the plaintiff, and about the year 1905, the money was returned to the defendant Rodriguez, with instructions to deliver it to the plaintiff upon his arriving at the age of majority or upon the appointment of a legal guardian, and that this defendant kept and held the money for the use and benefit of the minor. That at the time this action was commenced, it had increased to P500, which money this defendant has at all times been ready and willing to pay over to plaintiff, and has at all times recognized it as plaintiff's money. That in 1916 the defendant Rodriguez sold the land in question to the defendant Marcos Rubio, and that Marcos Rubio purchased the land without any knowledge of plaintiff's rights, and that he believed that he acquired a good and valid title from Pedro Rodriguez, free from all liens and encumbrances.

As a first special defense, the defendants allege that in the year 1909 all of the heirs of Agaton Ibañez and Bernarda de la Cerna, including the plaintiff, divided among themselves all of the other lands of the deceased, exclusive of the land in question, and that the plaintiff received his portion of such lands, and has been in possession of it ever since. That the plaintiff has ratified the partition and has cured any defect there may have been and is now estopped to question the legality of the partition as to any portion which should be allotted to him out of the inheritance. That in truth and in fact he received more lands out of the partition than he was justly entitled to receive.

For second special defense, it is alleged that even though the plaintiff, as a son of Petrona Ibañez, may have some right to the land in question, since he has to take from the inheritance of his mother in connection with his natural grandmother, he cannot take more than one-fourth which must be taken from the free portion under the provisions of article 841 of the Civil Code, in connection with articles 809 and 942, or an undivided one-thirty-second interest in the original estate. That under such provisions plaintiff can only take two hectares, thirty-one ares and twenty-five centares.

As a third special defense, defendants allege that any right, title or interest which the plaintiff may have has been prescribed, and that the title to said land is now absolute by prescription in the defendant Marcos Rubio.

The answers of the remaining defendants are not material to this opinion.

Upon such issues, the lower court rendered a judgment against the defendants Pedro Rodriguez and Marcos Rubio to the effect that the plaintiff was the owner of an undivided one-thirty-second interest in the land, and that he have judgment against them jointly and severally for P9,208, the value of the sugar crops, and P910, the value of the corn crops, or a total of P10,118, together with interest at the rate of 6 per cent per annum, on such values for each respective year, dating from the year that the crops were harvested, and costs of the action.

Both parties appeal, the plaintiff contending that the court erred in holding that the plaintiff is entitled to one-thirty-second interest of the land in question, including its products, and in not admitting a certified copy of a decision of the Court of First Instance of Cebu in registration case No. 93, and in not admitting a certified copy of a decision of the Honorable Supreme Court, affirming the judgment of the lower court to the effect that title to the land was obtained by the defendant Marcos Rubio through fraud.

The defendants made the following assignments of error:

"First error

"The trial court erred in not finding as a fact proven that the defendant Marcos Rubio bought from the other defendant Pedro Rodriguez in the year 1905 all the 75 hectares of land described in the complaint.

"Second error

"The trial court erred in declaring in its findings of fact that at the time of taking possession of the land in question Marcos Rubio had knowledge of the fact that the plaintiff Agaton Ibañez had a right over said land and its products.

"Third error

"The trial court erred in giving credit to the testimony of Agaton Ibañez and in basing upon the facts established by said testimony a large part of its findings of fact in the judgment appealed from.

"Fourth error

"The trial court erred in extending the effects of the acts of the defendant Pedro Rodriguez to the defendant Marcos Rubio and vice versa, in order to establish solidarity between them in their supposed liability.

"Fifth error

"The trial court erred in establishing as a measure for determining the damages claimed by the plaintiff that the land described in the complaint produced crops of sugar to the amount of P52,000 yearly at the average rate of 4,000 piculs of sugar at P15 per picul during the period included in seventeen harvests of sugar, with the exception of the harvest of corn.

"Sixth error

"The trial court erred in not sustaining the allegation of the defendant Pedro Rodriguez that he executed Exhibit A merely in order to prevent the plaintiff's share in the price of the land, according to Exhibit 3, from being wasted during his minority by Maria Ibañez.

"Seventh error

"The trial court erred in not determining the effects of the document Exhibit 1 in connection with the pretended rights of the plaintiff over the land described in the complaint.

"Eighth error

"The trial court erred in making mention in the judgment appealed from of the incidents in connection with the application for registration of said land filed by Marcos Rubio, for the purpose of establishing the liability of the defendants for the damages claimed.

"Ninth error

"The trial court erred in not absolving the defendants from the complaint and in sentencing them to pay the amount allowed in the said judgment by way of damages."

JOHNS, J.:

The defendant Rodriguez acquired any title which he may have had to the land September 8, 1899. His deed was signed by Mrs. Bernarda de la Cerna, the widow of Agaton Ibañez, Maria Ibañez y de la Cerna, Micaela Ibañez y de la Cerna and Paulino Ibañez y Jagaon. The consideration was P1,000. On the assumption that the plaintiff, who was then only about a year old, had an undivided one-eighth interest in the land, P125 of the purchase price was set aside for his use and benefit, and at the time the money was delivered to Lazaro Ibañez to be held by him for the use and benefit of the plaintiff, and in 1905 it was returned to the defendant Pedro Rodriguez to be held by him until the plaintiff arrived the age of majority or a legal guardian was appointed.

It appears that the defendant Rodriguez has at all times been ready and willing to account to plaintiff and to pay him the original P125, together with its increase, amounting now to about P500, and that at all times the plaintiff has refused to accept it. It also appears that at the time the deed in question was executed, the plaintiff did not have a guardian and that no one was legally authorized to act for, represent him, or to convey his interest in the land.

The complaint alleges that he was the owner of an undivided one-eighth interest. For some reason not apparent from the record, the lower court found the plaintiff was the owner only of an undivided one-thirty-second interest. That was error. The record is conclusive that the defendant Rodriguez purchased only an undivided seven-eighths interest, and that at the time of the purchase, it was agreed and understood by and between all of the parties, including Rodriguez, that the plaintiff was the owner of the remaining one-eighth interest.

The law wisely provides that a minor can only speak and act through a guardian. Plaintiff was not directly or indirectly made a party to the conveyance. Hence, it follows that any interest which he had in the land was never conveyed to the defendant by the deed of September 8, 1899.

It is very apparent that all parties to the conveyance agreed and recognized the fact that the plaintiff was the owner of an undivided one-eighth interest, and it was for such reason that P125 of the purchase price was set aside for his use and benefit. Be that as it may, no person had any legal right or authority to act or speak for the plaintiff or to sell or convey his interest in the land or to make any valid or binding contract for its sale. If, when the plaintiff arrived at his age of majority, he had taken and accepted his portion of the purchase price, he would then have ratified the transaction and would be estopped to question its legality. But the record is conclusive that plaintiff at all times has refused to take or accept the money or to ratify the alleged sale of his interest.

It is conceded that shortly after the P125 was returned to him, the defendant Pedro Rodriguez wrote, signed and delivered the following letter:

"I, Pedro Rodriguez, resident of the municipality of Bogo, Province of Cebu, certify that in the deed of sale of the land in Boac which I bought from Bernarda de la Cerna and from Maria, Micaela and Paulino Ibañez, heirs of Don Agaton Ibañez, and signed by them, the share of the minor Agaton Ibañez was not included. Hence his share in the land can be recovered any time or its value on the day when he should have a legal representative. In witness whereof, at the request of Lazaro Ibañez, I sign in Bogo this 22nd day of April, 1905.

(Sgd.) "PEDRO RODRIGUEZ"

The deed to Rodriguez does not purport or undertake to convey any interest of plaintiff in the land. His name is nowhere mentioned in the conveyance, and no person claims to act for or represent him in the transaction. The testimony is conclusive that at all times Rodriguez recognized plaintiff's interest and the fact that he was entitled to his interest in the land, or his share of the original purchase price. Upon that question the record is clear and conclusive.

It appears that some time in the year 1905 Rodriguez conveyed the land to the defendant Rubio, and that ever since Rubio has been in possession and receiving the rents and profits of the land. At the time the case was tried Rubio was about 78 years of age.

The answer alleges and Rodriguez testified in substance that at the time of the conveyance to him, Rubio did not know anything about plaintiff's interest, and that he concealed that fact from Rubio at the time of his purchase. Upon that question there is a sharp conflict in the evidence. Be that as it may, the trial court in its opinion says:

"Whether the delivery of the land and its products by the defendant Pedro Rodriguez to the defendant Marcos Rubio was by virtue of a partnership between the aforesaid Rodriguez and Marcos Rubio or was of a nature of a sale by the defendant Rodriguez to the defendant Rubio, it is not very clear from the evidence and is of course immaterial for the purposes of this case.

"The defendant Marcos Rubio very well knew on the date he took possession of said land from the hands of the defendant Pedro Rodriguez that the rights of the plaintiff Agaton Ibañez to said land and its products had not been received by him. The land in question is an agricultural land of the first-class, of a considerable area (72 hectares), and the defendants Rodriguez and Rubio, prominent citizens of the municipality of Bogó, very well knew the details of the situation of Agaton Ibañez, deceased, and his family, also prominent residents of the same municipality. After the defendant Pedro Rodriguez had told the plaintiff Agaton Ibañez that the land in question had been delivered to the defendant Marcos Rubio, the plaintiff Agaton Ibañez had an interview with the defendant Marcos Rubio regarding the land, and the defendant Marcos Rubio recognized the partitional rights of the plaintiff Agaton Ibañez over the land and its products, and promised to deliver to the plaintiff Agaton Ibañez the land and its products upon said Agaton Ibañez, plaintiff, reaching his majority. These admissions and promises voluntarily made without any pretext whatsoever by the defendant Marcos Rubio to the plaintiff Agaton Ibañez, in spite of the fact of the land and its products having been delivered afterwards, show that on the date when delivery was made to the defendant Marcos Rubio, the latter well knew the fact that the plaintiff Agaton Ibañez had never received his proportionate part of the land and its crops.

"These admissions and promises on the part of the defendant Pedro Rodriguez, as well as of the defendant Marcos Rubio to the plaintiff Agaton Ibañez, were made repeatedly by the defendant from the year 1913 until he was in the eve of becoming of age."

Such findings are sustained by the evidence, and it follows that at the time of his purchase, the defendant Rubio knew that plaintiff had an interest in the land, and the record is conclusive that his interest was known and recognized as an undivided one-eighth. Upon that point, we agree with plaintiff and sustain his first assignment of error.

The lower court found that the plaintiff has an undivided one-thirty-second interest, and that he was entitled to a judgment against the defendants Rodriguez and Rubio jointly and severally for the sum of P10,118. That finding is both unconscionable and unreasonable as to the amount, and as to a joint and several liability, it is outside of the pleadings.

The complaint alleges:

"12. By reason of the unlawful act of the defendant Pedro Rodriguez, the plaintiff has suffered damages while his portion was in the hands of said Pedro Rodriguez in the sum of P10,000," and

"13. By reason of the unlawful act of the defendant Marcos Rubio, the plaintiff has suffered damages while his portion has been in the possession of said Marcos Rubio in the sum of P25,000," and plaintiff prays for a corresponding judgment against each of them for the respective amounts.

There is no allegation or proof which would sustain a joint and several judgment. The defendant Rodriguez is not liable to the plaintiff for anything after he sold the land to Rubio. The defendant Rubio is not liable to the plaintiff for anything before he bought the land from Rodriguez. As covenants of the plaintiff, defendants' possession was lawful, and being legally in possession of the land, they are not liable to the plaintiff in an action for damages. His remedy is for an accounting by the defendants for his share of the net profits which in legal effect they held for him as trustee. The defendant Rodriguez should account to the plaintiff for his one-eighth share of the net profits from the products of the land up to the time Rodriguez conveyed it to Rubio, and Rubio should account to the plaintiff for an undivided one-eighth of the net profits after the time that he purchased it from Rodriguez, and the accounting should be based upon the actual net profits, which each of them received from the land during the period that he was in possession and owned the land.

Suffice it to say that as to the amount, the findings of the trial court are unreasonable. On the basis of his findings, there was a net profit from all of the land of P323,576 from 1899 to April 23, 1923, the date of the filing of the complaint. In other words, the plaintiff would still own one-eighth interest in the land and have a net profit of P40,472 from that interest upon an original investment of P125.

In arriving at the net profits, the court should take into consideration the cost and expense of cultivation, the labor, animals, and machinery used and employed and the money expended to prepare the land and keep it in condition, the amount of any taxes paid, and the cost of milling and marketing of the sugar, and all expenses for the production, harvesting and marketing of corn. In other words, the plaintiff is entitled to have and receive an undivided one-eighth of any amount which Rodriguez or Rubio received after the payment of all costs, charges, expenses of production and operation, and the marketing and mining of the products.

The judgment of the lower court is reversed, and one will be entered here to the effect that the plaintiff is the owner of an undivided one-eighth interest in the land described in the deed to the defendant Rodriguez and by him sold to the defendant Rubio, and the case will be remanded to the lower court for an accounting to ascertain the amount of actual net profits which the defendant Rodriguez received during the time that he owned the land, and then to render judgment for the plaintiff and against Rodriguez for one-eighth of that amount without accrued interest. Also, to determine the actual amount of net profits which the defendant Rubio received from the land after he purchased it from Rodriguez, and then to render judgment in favor of the plaintiff and against Rubio for one-eighth of that amount without accrued interest. Both parties to have the right to introduce evidence as to what were the actual net profits during those respective periods. Neither party to recover costs on this appeal. So ordered.

Johnson, Malcolm, Villamor, Ostrand, and Romualdez, JJ., concur.

[1] Rubio and Lasala vs. Ibañez, not reported.

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