

**DOLORES PRADES ET AL., PLAINTIFFS AND APPELLANTS, VS.  
HILABIO TECSON, DEFENDANT AND APPELLEE.***G. R. No. 25279. August 19, 1926*

Ponente: STREET, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-25279/>**STREET, J.:**

This action was instituted in the Court of First Instance of Nueva Ecija by Dolores, Ines, Candida, and Tomas Prades against Hilario Tecson, for the purpose of obtaining a judicial declaration to the effect that the plaintiffs are the owners in common with the defendant of an undivided four-tenths interest in three parcels of land in the barrio of Pamacmacan, municipality of Jaen, Nueva Ecija, and more particularly described in the complaint, and to obtain a judicial partition of the same. The defendant answered, denying the right of the plaintiffs to the three parcels, and asserted that he had purchased the land from Felix Prades, the father of the plaintiffs, and that the latter had sold the same as ganancial property pertaining to himself and a former deceased wife. The plaintiffs having amended their original complaint, the defendant, in addition to relying upon his previous answer, interposed a cross-complaint with a view to recovering from the plaintiffs the value of the produce of one of the three parcels during the two years preceding the date of the crosscomplaint, alleging that the plaintiffs were unlawfully detaining the same from him. Upon hearing the cause the trial court found that the property had been acquired by the plaintiffs' father, Felix Prades, during the life of his first wife, Rufina Velazquez, that the same therefore pertained to the conjugal estate of Felix Prades and Rufina Velazquez, and that Felix Prades, on June 14, 1920, had joined with his son Gaspar in selling it under contract of sale with pacto de retro to the defendant, Hilario Tecson, (Exhibit 1). His Honor therefore concluded that the plaintiffs have no interest in the land and he accordingly gave judgment to the effect that the defendant be absolved from the complaint; and it further appearing that the plaintiffs Dolores, Candida, and Ines Prades have been withholding one of the parcels from the defendant since the beginning of the year 1923, his Honor sustained the crosscomplaint and ordered said plaintiffs to surrender this parcel to the defendant and to pay him 385 cavans of palay for each agricultural year beginning with the year mentioned and continuing until delivery of possession should be effected. From this judgment the plaintiffs appealed.

It clearly appears from the evidence that the land concerned in this litigation was acquired by Felix Prades, the father of the plaintiffs, during the life of his first wife, Rufina Velazquez, who died several years before the outbreak of the revolution against Spain. Within a short while after the death of Rufina, Felix Prades married a second wife and took up his abode with her in another place, leaving his five children, of whom Dolores Prades was the oldest, in possession at least of the first and second parcels described in the complaint and possibly also in possession of the third. From the time that he changed his abode, Felix Prades did not interfere with the management of the property thus placed in the possession of his children; and as the children reached maturity and married, a suitable portion of this land was successively assigned to each. About twenty-five years passed in this way, until on June 14, 1920, Felix Prades and his son Gaspar, a brother of the plaintiffs, united in the document Exhibit 1, conveying all three parcels to the defendant, Hilario Tecson<sup>^</sup> under contract of sale with pacto de retro, for a purported consideration of P4,500. The document referred to recites that said consideration

had been paid to the vendors; but if the testimony of Dolores Prades is to be believed, this consideration really consisted of a debt which Gaspar Prades had previously contracted to Tecson. At any rate Felix Prades and his son Gaspar failed to redeem from this sale; and the property, so far as they had been able to convey it, consolidated in the defendant. However, in order to get possession Tecson was compelled to institute a revindicatory action against Felix Prades and Gaspar Prades, which action was finally terminated in favor of Tecson. An execution was then sued out by Tecson upon this judgment against Felix Prades and Gaspar Prades; and possession of the second and third parcels was effectually delivered to Tecson, but the plaintiffs, or some of, them, being in possession of the other parcel, refused to surrender possession, and this position they have maintained until the present.

It is contended for the plaintiffs that the half interest of their mother in these lands descended to them, with their brother Gaspar, and that therefore each of the four plaintiffs is entitled to an undivided fifth of said half, or all together to four-tenths of the whole. On the other hand, the plaintiffs concede that the defendant Tecson is the owner of the undivided share of their brother Gaspar in the property, as well as of the half which pertained to their father in his right as member of the defunct conjugal partnership composed of himself and the plaintiffs' mother.

For the defendant it is maintained that the conjugal partnership has never been liquidated, that Felix Prades as the surviving husband had the power to convey the whole, and that therefore the defendant has acquired the entire property by virtue of the deed signed by Felix Prades and his son Gaspar. In this connection reliance is placed by the defendant upon *Noble Jose vs. Noble Jose* (41 Phil., 713), and *Manuel Arid Laxamana vs. Losano* (41 Phil., 855), wherein it is held that the surviving husband has power to alienate the community property pertaining to the conjugal partnership.

In reply to this contention the plaintiffs point to the fact that Rufina Velazquez died more than thirty years ago, and that shortly after that event the plaintiffs, with their brother Gaspar, were placed in possession of the property now in question by their father, since which time they have treated it as an undivided property belonging to them in common with their father; while during the same period the father himself has refrained from exercising any actual authority over the property adverse to the plaintiffs. As a result of this state of affairs, so it is contended, the ganancial partnership has ceased to exist and in lieu thereof has been substituted a sort of conventional partnership between the plaintiffs and their father, which has had the effect of terminating his power as surviving husband and administrator of the conjugal estate.

We are of the opinion that this contention of the plaintiffs is well founded. At the time of the execution of the deed upon which the defendant relies Felix Prades had been out of possession for twenty-five years, during which time his children had enjoyed the fruits of the land and had exercised over it all the indicia of ownership. These facts could not have been unknown to the defendant, for the possession exercised by the plaintiffs, with their brother Gaspar, was open and notorious to all persons in the community who were in any wise acquainted with the property and its antecedent history. As a result of these facts it must be considered that Felix Prades had abdicated, or waived, his authority as surviving spouse, and that a mere conventional community of ownership had been established between him and his children in place of the interest that he had held as surviving husband. In *Borja vs. Addison* (44 Phil., 895-906), this court said: "There is no reason in law why the heirs of the deceased wife may not form a partnership with the surviving husband for the management and control of the community property of the marriage and conceivably such a partnership, or rather community of property, between the heirs and surviving husband might be formed without a written agreement. \* \* \* " We think that the facts before us justify the conclusion that precisely this sort of arrangement was made in this case; and the only question about which any doubt can reasonably exist is whether the acts of the parties were sufficiently notorious to affect a third person with notice of the changed status of the property. But in view of the long continued and exclusive

possession of the children, we are of the opinion that this question must be answered in the affirmative.

In stating this conclusion the court does not mean to impair in its substance the doctrine stated in the cases of Nable Jose vs. Nable Jose, *supra*, and Manuel and Laxamana vs. Losano, *supra*. We merely mean to hold that a husband administrator can waive the rights conceded to him in these cases and that long continued possession, on the part of the children, of property pertaining to the ganancial estate may establish an ownership in common between them and their father in the place of the community interest previously vested exclusively in him.

It results that the defendant acquired by virtue of the deed Exhibit 1 only the shares of Felix Prades and Gaspar Prades in the property in question, notwithstanding the fact that said deed purports to convey the entire estate.

We note that Candida Prades affixed her signature to the deed Exhibit 1 and Dolores Prades also placed her finger mark thereon. If it were clearly proved that these two plaintiffs were fully aware of the exact tenor of this document and had known that their father and brother intended by said instrument to convey away the whole property, including the interest of the two witnesses, they would undoubtedly be estopped to assert the claim which they now make in this action, but Dolores says that she was given to understand, at the time this instrument was executed, that it was intended merely as a recognition of indebtedness owing by Gaspar and that she and her sister were unaware of the true nature of the instrument. In view of their ignorance such a misunderstanding might easily have arisen, and we are unwilling to hold upon the facts before us that they are estopped.

From what has been said it follows that the four plaintiffs must be declared to be the owners in common, with the defendant Tecson, of an undivided four-fifths of the half, or four-tenths of the whole, of parcels 1 and 2, and to this extent the cause will be reversed and remanded to the court of origin in order that partition of the same may be effected. The judgment entered against the plaintiffs upon the cross-complaint of the defendant will also be reversed; but in connection with the partition of lots 1 and 2, the plaintiffs will be required to account to the defendant for his proper portion of the produce of lot No. 1, for the agricultural year 1923-1924, and subsequently; and the defendant will be required on his part to account to the plaintiffs for their proper share of the produce of lot 2 during the same period. The judgment in favor of the defendant, so far as regards parcel 3, is affirmed, inasmuch as it does not clearly appear that this parcel had been under the exclusive control of the plaintiffs, as was the case with the other two. So ordered, without costs.?

Avanceña, C. J., Villamor, Ostrand, Johns, Romualdez, and Villa-Real, JJ., concur.

**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.