

BASILIA ARAYATA, PLAINTIFF AND APPELLANT, VS. FLORENTINO JOYA ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 28067. March 10, 1928

Ponente: VILLA-REAL, J.

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VILLA-REAL, J.:

In this instance both parties have appealed from the judgment of the, Court of First Instance of Cavite, the dispositive part of which, as amended, is as follows:

"Wherefore, the testamentary clauses and dispositions made by the late Cecilio Joya concerning one-half of the property left by the deceased and pertaining to the plaintiff, are hereby declared void in so far as they infringe upon said plaintiff's right, as being contrary to law; the certificate of sale of lot No. 1058, Exhibit 9, executed by the deceased in favor of defendant Florentino Joya is null and void, and the plaintiff is hereby declared the sole and exclusive owner of said lots, or such portions thereof or their value, as the plaintiff may be entitled to as a result of the liquidation of the testamentary estate; and each and every one of the defendants, Florentino, Feliciano and Pablo Joya, Asuncion Bobadilla, and Delfin and Felicisima Blancaflor, are hereby ordered to deliver lots Nos. 1031, 1058, 1086, 1153, and 2352 to the administrator of the estate of the deceased in order that he may proceed to the liquidation, partition and distribution of the latter's estate in accordance with the law and this judgment, as soon as it becomes final and executory, the Director of Lands being hereby ordered to cancel the certificates of transfer of said lots Nos. 1031, 1058, 1086, 1153 and 2352 registered in the name of said defendants, Florentino Joya on his own behalf and that of Pablo Joya, Felicisimo Joya, Asuncion Bobadilla, Delfin and Felicisima Blancaflor, with the costs of the action against the defendants. So ordered."

In support of her appeal, plaintiff-appellant assigns the following alleged errors as committed by the trial court in its decision, to wit: (1) The lower court erred in declaring the plaintiff owner of only one-half of lots Nos. 1031, 1058, 1086, 1153 and 2352, as conjugal property possessed with the deceased Cecilio Joya, instead of holding her to be the absolute and exclusive owner of said lots, in accordance with section 16 of Act No. 1120; (2) the lower court erred in not holding the document of sale of lot No. 547, Exhibit 10, fraudulent; (3) the lower court erred in amending its judgment of December 17, 1926, thereby exempting the defendants from the obligation to pay plaintiff the products of the lots in question, from the year 1920 until their restitution; (4) the lower court erred in amending its judgment rendered on December 17, 1926, ordering the delivery of all the lots in question to the administrator of the estate of the deceased Cecilio Joya, in order that he might proceed to the liquidation and distribution of the latter's estate in accordance with the law and its judgment; (5) the lower court erred in not passing upon petition contained in the complaint to the effect that defendant, Florentino Joya, who was appointed administrator of the estate of the deceased Cecilio Joya in case No. 1241, be relieved from such duty; (6) the lower court erred in denying plaintiff's motion for a new trial.

The defendants-appellants, in turn, assign the following alleged errors as committed by the trial court in its decision, to wit: (1) The trial court erred in annulling the clauses and provisions of the decedent Cecilio Joya's will, Exhibit Y, with respect to one-half of the property left by said decedent; (2) the trial court erred in holding the certificate of sale of lot No. 1058, Exhibit 9, executed by the deceased Cecilio Joya in favor of defendant

Florentino Joya, to be null and void; (3) the trial court erred in finding that when plaintiff signed the agreement of partition, Exhibit 7, she was unaware of the contents of the same, and that said agreement of partition has not become legally effective as against the plaintiff; (4) the trial court erred in holding it to be a fact admitted by both parties that lots 1153 and 2352 were not donated by Pedro Tiongco to Cecilio Joya, the corresponding certificates of transfer by donation, Exhibits F and G, notwithstanding; (5) the trial court erred in giving more credit to the testimony of the plaintiff Basilia Arayata than to that of the defendant Florentino Joya; (6) the trial court erred in admitting plaintiff's Exhibits J, M, N and N-1; (7) the trial court erred in ordering each and every one of the defendants, Florentino, Feliciano and Pablo Joya, Asuncion Bobadilla Delfin and Feliciano Blancaflor to deliver lots Nos. 1031, 1038, 1086, 1153 and 2352 to the administrator of the estate of the deceased Cecilio Joya in order that he might proceed with the liquidation, partition, and distribution of the said deceased's estate in accordance with the decision rendered in this case by said trial court; (8) the trial court erred in holding plaintiff to be the sole and exclusive owner of the lots in question, or such portions thereof, or their value as may be due her as a result of said liquidation.

The following are the pertinent and uncontroverted facts necessary for the decision of this case:

Cecilio Joya, during his lifetime, inherited from his deceased parents the right of lease to six lots of the friar lands at Santa Cruz de Malabon, municipality of Tanza, Province of Cavite. On June 4, 1906, Cecilio Joya married the herein plaintiff, Basilia Arayata. When the Insular Government acquired the said land, Cecilio Joya continued his lease in accordance with the provisions of the Act of Congress of July 1, 1902 and Act No. 1120 of the Philippine Commission. While married to the herein plaintiff-appellant, Cecilio Joya purchase the lots he had been leasing, on installments, from the Government/ under said Act No. 1120, which were designated as lots Nos. 1031 (Exhibit C), 1058 (Exhibit D), 1086 (Exhibit E), 1153 (Exhibit F), 2352 (Exhibit G) and 547 (Exhibit H). As the number of lots which a purchaser could acquire under the law was limited, lots Nos. 1153 and 2352 were excluded and put up for sale. In order not to lose them, Cecilio Joya had Pedro Tiongco buy them, supplying him with the necessary funds. Subsequently, Pedro Tiongco transferred his right to said lots to Cecilio Joya by donation, as appears from Exhibits F and G. These transfers were approved by the Director of Lands and noted in the proper registry book. On April 24, 1919, Cecilio Joya conveyed his right to lot No. 1058 to Florentino Joya in consideration of the sum of P2,000 said conveyance having been approved by the Director of Lands and registered in the proper registry book (Exhibit 9). On May 11, 1919, Cecilio Joya conveyed his right to lot No. 547 to Marcelina Joya and Francisco Joya in consideration of the sum of P450, said conveyance having been approved by the Director of Lands and registered in the proper registry book (Exhibit 10). On April 27, 1919, Cecilio Joya executed a will devising lot No. 1058 to Florentino Joya, lot No. 1086 to Pablo Joya, lot No. 1031 to Delfin and Felicisima Blancaflor, lot No. 1153 to the brothers Agustin and Pedro Joya, lot No. 2352 to Feliciano and Asuncion Bobadilla, and lot No. 547 (Exhibit Y) to Marcelina and Francisca Joya. At the time of his death, Cecilio Joya had not yet completed the payment of the price of the lots mentioned above to the Insular Government. All the lots in question except lot No. 547, are in the possession of the defendants, who enjoy their products. On May 10, 1920, lots Nos. 2352, 1086, 1153 and 1031, were transferred to Florentino Joya as administrator of the estate of the deceased Cecilio Joya. (Exhibits 3, 4, 5 and 6.)

On May 26, 1919, Cecilio Joya died, and on June 9, 1919, his executor, the herein defendant Florentino Joya, presented said will for probate to the Court of First Instance of Cavite, which was probated after the proper proceedings. In March, 1920, in the course of the testamentary proceedings, the executor Florentino Joya presented an alleged agreement of partition by the legatees, which agreement was disapproved by the court in view of the herein plaintiff's opposition, who alleged that her signature had been obtained by fraud.

The questions to be determined in this appeal are purely legal, and, briefly, are as follows: (1) Were Cecilio Joya's

conveyances of his interest in lot No. 1958 to Florentino Joya and in No. 547 to the sisters Marcelina and Francisca Joya fraudulent? (2) Were Cecilio Joya's legacies of lots Nos. 1031, 1086, 1153 and 2352 to the other defendants null and void? (3) Has the plaintiff-appellant, as the surviving spouse, exclusive right to all the lots in question? (4) In case she has, is she entitled to the possession and products thereof?

As to the first question, the pertinent part of section 16 of Act No. 1120 says the following:

"SEC. 16. * * * In case the holder of the certificate shall have sold his interest in the land before having complied with all the conditions thereof, the purchaser from the holder of the certificate shall be entitled to all the rights of the holder of the certificate upon presenting his assignment to the Chief of the Bureau of Public Lands for registration."

It will be seen that the holder of a certificate of sale of friar lands has a right to sell his interest therein, even before having fully paid the purchase price and upon presentation of the certificate of transfer to the Chief of the Bureau of Public Lands for registration, he is subrogated to all the rights of the holder of the certificate.

The evidence shows that during his lifetime Cecilio Joya conveyed his interest in lot No. 1058 to Florentino Joya for the sum of P2,000, said conveyance having been approved by the Director of Lands, and registered in the proper register book of said office. (Exhibit 9.) His right to lot No. 547 was also conveyed by Cecilio Joya to Marcelina and Francisca Joya during his lifetime, said transfer having been approved by the Director of Lands, and registered in the proper book in the Bureau of Public Lands. (Exhibit 10.) Said conveyance having been made in accordance with the provisions of the law, Florentino Joya on the one hand, and Marcelina and Francisca Joya on the other, were subrogated to all of Cecilio Joya's rights to said lots, and there is nothing in the record to show conclusively that said conveyances were fraudulently obtained. The fact that the testator included said lots in his will and disposed of them in the form of legacies in favor of said persons, does not in itself show the existence of any fraud. At most, it may be held as an act of ratification.

In regard to the second and third questions, that is, whether or not the legacies are null and void, and the plaintiff-appellant, as the surviving spouse, is entitled exclusively to the lots in question, the pertinent part of said section 16 of Act No. 1120 provides as follows:

"SEC. 16. In the event of the death of a holder of a certificate the issuance of which is provided for in section twelve hereof, prior to the execution of a deed by the Government to any purchaser, his widow shall be entitled to receive a deed of the land stated in the certificate upon showing that she has complied with the requirements of law for the purchase of the same."

In the case of *Jocson vs. Soriano*, as administrator of the intestate estate of *Silvestre Estacion* (45 Phil., 375), this court, interpreting the above-quoted legal provision, laid down the following doctrine:

"FRIAR ESTATE LANDS; RIGHTS OF THE WIDOW OF THE PURCHASER AFTER THE DEATH OF THE LATTER.—Under the provisions of section 16 of Act No. 1120, the widow of a purchaser of a parcel of land belonging to the Friar Estate, purchased by the Government, after the death of her husband (the purchaser), is entitled to have a patent issued to her for the lands purchased, upon a proper showing that she has completed the payment of the purchase price. The right granted to the original settlers of the friar estate lands to purchase the parcel or parcels occupied by them at the time of the purchase by the Government, is a right conceded by the Government, analogous to the homestead laws. A homestead privilege does not terminate on the husband's death, but is transferred to his widow and his family. A homestead selected by the husband in his lifetime vests absolute in his surviving wife, and her rights are governed by the law in force at the time of the death of her husband. Neither does she lose said right by a second marriage upon the death of her husband, the purchaser. She may continue to occupy the whole of the homestead."

We have seen, in discussing and solving the first question, that the holder of a certificate of sale of friar lands, who has not fully paid the purchase price may transfer and convey his rights, but that the transferee or grantee is not subrogated to all the transferor's rights until the transfer has been approved by the Director of Lands and registered in the registry book in the Bureau of Public Lands. In other words, in order that a transfer of the rights of a holder of a certificate of sale of friar lands may be legally effective, it is necessary at a formal certificate of transfer be drawn up and submitted to the Chief of the Bureau of Public Lands for his approval and registration. The law authorizes no other way of transferring the rights of a holder of a certificate of sale of friar lands. It provides, however, that in case of the death of said holder, the surviving spouse shall be entitled to receive the title to the land, upon compliance with the requirements of the law. If, as it was held in the *aforecited* case of *Jocson vs. Soriano*, the right conferred by Act No. 1120 on the holder of a certificate of sale of friar lands is similar to that conferred on the holder of a "homestead," and if the latter has no right to dispose of said certificate by will to the prejudice of his surviving spouse and of his children (29 C. J., 930, par. 342), then, by analogy, the holder of a certificate of sale of friar lands cannot dispose of his rights to said lands by will to the prejudice of his widow and children.

The provisions of the Civil Code referring to conjugal property cannot be applied in this case, as was done by the trial court, because the law regulating the acquisition, disposition, and transmission of rights to the friar lands acquired by the Insular Government, lays down rules in conflict with the *aforesaid* provisions of the Civil Code; and as the said Code is of a general character, while Act No. 1120 is a special law, the latter should prevail.

With respect to the fourth question raised, namely, whether or not the herein plaintiff-appellant is entitled to the possession and the products of the friar lands acquired by the Insular Government, which, by virtue of the law, pass exclusively to the surviving spouse upon compliance of the legal requirements, the answer must be in the affirmative. The defendants, who are in possession of the said lands, cannot invoke the provisions of the Civil Code relative to possession in good faith, inasmuch as the principle on which the right of a holder in good faith is based is the belief that his possession is with just title under claim of ownership.

While a deceased heirs or legatees acquire the ownership of the property given them in the will and may take possession of their respective portions upon the death of their predecessor, yet upon the appointment of an administrator, the latter, by virtue of his appointment, acquires a right to the possession of the property of estate, subject to the orders of the court, unless he consents to the heirs continuing in possession thereof. But such consent does not, however, relieve the administrator of all responsibility for the management of the same and its fruits; because until the judicial partition is made, said property continues to belong to the testamentary estate. (*Pimentel vs. Palanca*, 5 Phil., 436; *Fernandez vs. Tria*, 22 Phil., 603.)

Being a matter of law, the defendants-appellants cannot plead ignorance of the fact that until a judicial partition of the property left by Cecilio Joya is made, said property belongs to the latter's estate and it, together with its products, is subject to the payment of the testator's debts, if any. Only after judicial partition has been made do they acquire the title to their respective legacies, if the latter are valid. (*Santos vs. Roman Catholic Bishop of Nueva Caceres*, 45 Phil., 895.)

We have seen that the legacies given by Cecilio Joya to the defendants were void. If the lands, which are the subject matter of said legacies and which are in the possession of the defendants, still belong to Cecilio Joya's estate, because no judicial partition has as yet been made of the property he left, which is subject, together with its fruits, to the payment of his debts, said defendants cannot invoke the provisions of the Civil Code with respect to possession in good faith insofar as the fruits are concerned; because even when the legacies are valid they are acquired only. When the latter are judicially assigned to them in the final partition, and because, while said lands are under administration, the administrator is obliged to render an account of his management of the same and the

products thereof.

In conclusion, then, we hold that the defendants are not entitled to the possession of the lands in question or their products, and they are bound to return them to the herein plaintiff-appellant, after deducting the necessary expenses for cultivation and preservation. (Art 453, Civil Code.)

Summarizing all that has been said above, we find:

- That Cecilio Joya's transfers during his lifetime of lot No. 1058 to Florentino Joya and lot No. 547 to the sisters Marcelina and Francisca Joya, with the approval of the Director of Lands, are bona fide, and therefore legal and valid.

- That Cecilio Joya's legacies in his will of lot No. 1031 to Delfin and Felicisima Blancaflor, lot No. 1086 to Pablo Joya, lot No. 1152 to the brothers Agustin and Pedro Joya, and lot No. 2352 to Feliciano and Asuncion Bobadilla are null and void, being contrary to the provisions of section 16 of Act No. 1120, which grants his widow, the herein plaintiff-appellant, the ownership of the lands purchased and not transferred by him during his lifetime, provided that she complies with the legal requirements for the purchase of the same.

- The plaintiff-appellant is entitled to the exclusive ownership and possession of the aforementioned lots Nos. 1031, 1086, 1153, and 2352 and to their fruits, after deducting the necessary expenses of preservation, cultivation and production.

For the foregoing, the judgment appealed from is modified, and it is ordered that Feliciano and Pablo Joya, Asuncion Bobadilla, Delfin and Felicisima Blancaflor return lots Nos. 1031, 1086, 1153, and 2352 to the plaintiff-appellant, Basilia Arayata, together with their products, or the latter's equivalent in cash from the year 1920 until their restitution, deducting the necessary expenses of cultivation, preservation, and production. Without any special pronouncement as to costs, it is so ordered.

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

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