

RAYMUNDO TANSIOCO ET AL., PLAINTIFFS AND APPELLEES, VS. FELICIANO RAMOSO ET AL., DEFENDANTS AND APPELLANTS.

G. R. No. 37671. March 15, 1934

Ponente: BUTTE, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-37671/>

BUTTE, J.:

This is an appeal from a judgment of the Court of First Instance of Nueva Ecija involving the title to four tracts of rice land situated in the municipality of San Jose in said province as more particularly described in paragraph 7 of the plaintiffs' petition.

The petition recites that the defendants Feliciano Ramoso and Lucia Matias Viuda de Tinio are the administrators of the estate of Casimiro Tinio; that the defendant Rafaela Tecson is the administratrix of the estate of Sebastian Tansioco ; that the plaintiffs are the legitimate children of said Sebastian Tansioco and Serapia Serrano, the latter having died in the year 1913 and the former in the year 1926; that during their marriage they acquired as community property (bienes gananciales) the four tracts of land described in paragraph 7; that after the death of Serapia Serrano, Sebastian contracted a second marriage on March 30, 1916, with the defendant Rafaela Tecson.

It is further alleged that without the knowledge or consent of the plaintiffs, Sebastian Tansioco as administrator of the properties of his deceased wife Serapia Serrano, on December 29, 1922, obtained a decree in a cadastral case of San Jose registering the title to the fourth parcel mentioned in paragraph 7 in the name of himself and Rafaela Tecson, his second wife, as their community property; that on November 19, 1925, they likewise obtained decrees registering in their names as their community property the other lands involved in this suit; that all of said lands are the community property of the first marriage of Sebastian Tansioco, that is to say, community property of Sebastian and Serapia, and therefore an undivided half of the same is the absolute property of the plaintiffs as the sole heirs of the said Serapia Serrano, the first wife of Sebastian Tansioco.

For their second cause of action, the plaintiffs allege that after the death of Serapia Serrano, Sebastian Tansioco, in his capacity as administrator of the estate of Serapia, without the knowledge or consent of the plaintiffs or judicial authority, sold all of the aforesaid tracts of land with pacto de retro to Casimiro Tinio for the sum of P33,800; that said sale is null and void.

For the third cause of action, the plaintiffs allege that the defendants Feliciano Ramoso and Lucia Vda. de Tinio, in their capacity as administrators of the estate of Casimiro Tinio, took possession of the lands mentioned and for the past nine years have been cultivating the same; that said lands produce annually 1,200 cavanos making a total of 10,800 cavanos of palay which are worth P2.50 a cavan; that said defendants refused to surrender possession and still refuse, to the damage of the plaintiffs in the sum of P27,000.

The plaintiffs pray that they be declared the absolute owners of an undivided half interest in said lands; that the said sale with pacto de retro to Casimiro Tinio be declared void as to the said one-half undivided interest of the plaintiffs; that the administrators of the estate of Casimiro Tinio be required to pay the plaintiffs the sum of P27,000 as damages and be ordered to vacate said lands.

The defendant Rafaela Tecson, administratrix of the estate of her deceased husband, Sebastian Tansioco, filed a general denial.

The defendants and appellants here filed an amended answer and cross-complaint in which they make a general denial to the allegations of the petition and set up as special defense among others that all the land which is the subject matter of this action has been registered in accordance with the Land Registration Act and Torrens title thereto issued in favor of Sebastian Tansioco and Rafaela Tecson. It is further recited that Casimiro Tinio went into lawful possession of the land in the year 1923 under a deed of sale with pacto de retro, dated September 5, 1922, whereby Sebastian Tansioco and Rafaela Tecson transferred the lands to Tinio for the consideration of P33,800; that on July 12, 1923, during the cadastral case proceedings in San Jose, Nueva Ecija, the said contract of sale was, by agreement of all the parties, converted into a mortgage at six per cent interest per annum payable on September 5, 1924. The defendants admit that they have since been in possession of the land; that said debt of P33,800 together with interest from September 5, 1922, has not been paid in spite of repeated demands.

They pray for judgment for the sum of P33,800 with six per cent interest from September 5, 1922, and a credit of P1,218.31 paid for land taxes and P2,711.37 paid for irrigation charges.

Rafaela Tecson, on her own behalf and as administratrix of the estate of Sebastian Tansioco, filed a demurrer to the cross-complaint of her codefendants Feliciano Ramoso and Lucia Matias Viuda de Tinio, the administrators of the estate of Casimiro Tinio, which was overruled whereupon she filed a general denial to the counter-demand and a special defense in which she admitted the agreement of July 12, 1923, converting the sale with pacto de retro into a mortgage for the sum of P33,800 as aforesaid and alleges that the creditor was to remain in possession of the land until the debt was paid; that said contract was not in reality a mortgage but rather a contract of antichresis; that under such a contract the creditor is required to render account of the products of the land which has never been done to this date; she prays that the administrators of the estate of Casimiro Tinio be required to pay her the sum of P42,196.26 and to surrender to her the possession of the land.

The administrators of the estate of Casimiro Tinio answered the counterclaim of their codefendant Rafaela Tecson with the allegation that the only benefit which the estate of Casimiro Tinio has received from the possession of said lands is 250 cavanos of palay yearly from April 18, 1923; that in addition to the land taxes and irrigation charges mentioned above, they have incurred an expense of P102 for making a necessary subdivision of a portion of the land, as a result of which title No. 847 was issued in the name of Sebastian Tansioco and Rafaela Tecson, and they pray for judgment against Rafaela Tecson for the sum of P4,031.62 as reimbursement of the aforesaid charges together with interest thereon.

The following stipulation of facts agreed upon by all the parties was filed November 25, 1931:

"1. That all the plaintiffs are of legal age, and are the legitimate heirs of the deceased spouses, Sebastian Tansioco and Serapia Serrano, which spouses have been legally married on May 23, 1898, in Victoria, Tarlac.

"2. That Serapia Serrano died on December 4, 1913, and Sebastian Tansioco died on March 11, 1926.

"3. That on March 30, 1916, Sebastian Tansioco legally married the defendant, Rafaela Tecson.

"4. That Rafaela Tecson is the judicial administratrix of the properties left by the deceased Sebastian Tansioco and Serapia Serrano, duly and legally appointed and qualified as such administratrix on August 9, 1926, in civil case No. 4153 of this court which is still pending and unfinished for the reason that there is no final settlement of the said properties. So that the defendant, Rafaela Tecson, is not only the judicial administratrix of the deceased Sebastian Tansioco but she is also the judicial and legal administratrix of the properties left by the deceased Serapia Serrano, until the present date.

"5. That the defendants, Feliciano Ramoso and Lucia Y. Matias Viuda de Tinio, are the legal administrators of the properties left by the deceased Casimiro Tinio, by virtue of an appointment by this court as such administrators in civil case No. 3141, which is likewise pending in this court.

"6. That Sebastian Tansioco in his lifetime acquired all the properties described in paragraph seven (7) of the first cause of action in the plaintiffs' second amended complaint dated August 25, 1931.

"7. That parcels Nos. 1, 2, and a portion of parcel No 3 described in said paragraph 7 of the second amended complaint correspond to lot No. 2235, of the cadastral survey of San Jose, Nueva Ecija, which lot has been registered in accordance with the Land Registration Act in the names of the spouses, Sebastian Tansioco and Rafaela Tecson, as their conjugal property as evidenced by original certificate of title No. 7377 issued in their names on April 13, 1927, by the register of deeds for the Province of Nueva Ecija.

"8. That the remaining portion of parcel No. 8 of the said paragraph 7 of the second amended complaint corresponds to lot No. 2233-A, of the cadastral survey of San Jose, Nueva Ecija, which lot has been registered also in the names of the said spouses, Sebastian Tansioco and Rafaela Tecson, in accordance with the Land Registration Act and with the decision of this court in cadastral case No. 9 rendered on November 19, 1925, which decision is now firm and final.

"9. That parcel No. 4 in the said paragraph 7 of the said second amended complaint corresponds to lot No. 2234 of the cadastral survey of San Jose, Nueva Ecija, which has been adjudicated and registered in the name of Sebastian Tansioco, married to Rafaela Tecson, in accordance with the Land Registration Act as evidenced by original certificate of title No. 5294 issued in his name on September 13, 1926, by the register of deeds for the Province of Nueva Ecija.

"10. That on September 5, 1922, Sebastian Tansioco and Rafaela Tecson sold the above-mentioned properties, lots Nos. 2233-A and 2235, and also lots Nos. 1872 and 3622, and also lot C of the subdivision plan, which lot C, is more particularly described in transfer certificate of title No. 847, issued in the name of Sebastian Tansioco and Rafaela Tecson by the register of deeds for the Province of Nueva Ecija, which contract of sale is hereby attached marked as Exhibit 1-Ramoso, the genuineness of which is admitted by the parties altho the said exhibit is a mere copy of its original, in favor of Casimiro Tinio for the amount of P33,800, which are the lands described in the cross-complaint of the defendants, Feliciano Ramoso and Lucia Y. Matias, against the other defendant, Rafaela Tecson.

"11. That this contract of sale, Exhibit 1-Ramoso, on July 12, 1923, during the cadastral proceedings in San Jose, Nueva Ecija, was converted and changed to a mere mortgage with six per cent (6%) interest per annum on the said amount of P33,800, from the first day of January, 1923, and payable on September 5, 1924, by agreement of the parties with the approval of the court, in order that the said Sebastian Tansioco and Rafaela Tecson would not be dispossessed of their whole properties described in the said contract of sale.

"12. That neither the said amount of P33,800, nor its interest of six per cent (6%) per annum from January 1, 1923, has been paid by the said Sebastian Tansioco and Rafaela Tecson until the present time. This agreement of non-payment of the said amounts, shall not in anyway affect the theory of the defendant, Rafaela Tecson, that the said contract of mortgage is one of antichresis and that said sum of P33,800 together with interest thereon has already been paid in full with the application of the products of said land, which theory is denied by the defendants, Feliciano Ramoso and Lucia Y. Matias.

"13. That lot No. 1872 of the cadastral survey of San Jose, described in original certificate of title No. 5259, issued in the name of Sebastian Tansioco, by the register of deeds of Nueva Ecija, was mortgaged to the deceased, Casimiro Tinio, on July 12, 1923, in the sum of two hundred pesos (P200) with twelve per cent (12%) interest per annum from July 12, 1923, payable on March 30, 1926, and which mortgage is not included in the claim of the defendant Rafaela Tecson, regarding antichresis. This amount of P200 together with the interest thereon from July 12, 1923, has not yet been paid by the said Sebastian Tansioco and Rafaela Tecson

until the present time.

"14. That parcel No. 1 in paragraph 7 of the said second amended complaint of the plaintiffs is the same and corresponds to parcel No. 7 of the land described in the contract of sale, Exhibit 1-Ramoso.

"15. That parcel No. 2 of the said paragraph 7 of the second amended complaint is the same and corresponds to parcel No. 9 of the land described in the contract of sale, Exhibit 1-Ramoso.

"16. That parcel No. 3 of the said paragraph 7 of the second amended complaint is the same and corresponds to parcel No. 6 of the land described in the said contract of Bale, Exhibit 1-Ramoso.

"17. That parcel No. 4 of the said paragraph 7 of the second amended complaint is the same and corresponds to parcel No. 2 of the land described in the said contract of sale, Exhibit 1-Ramoso.

"18. That the land east of parcel No. 7 of the contract of sale, Exhibit 1-Ramoso, was previous to Sebastian Tansioco, the property of Juan Lozano, and the land west of the said parcel 7 was bought by Mariano Francisco from Pedro Balangue. This parcel No. 7 is also bounded on the west by the Panlasian Creek.

"19. That neither Sebastian Tansioco and Rafaela Tecson nor the plaintiffs herein has paid the irrigation charges and land taxes to the Government of the Philippine Islands from 1922 until the present time for the said lots Nos. 2233-A, 2234, 2235, and lot C of the subdivision plan described in title No. 847.

"20. That the defendants, Feliciano Ramoso and Lucia Y. Matias, have paid the amount of P1,218.31 for land taxes and the amount of P2,711.37 for irrigation charges to the Government of the Philippine Islands from 1922 until the present date corresponding to lots Nos. 2233-A, 2234, 2235, and the said lot C.

"21. That the defendants, Feliciano Ramoso and Lucia Y. Matias Viuda de Tinio are in possession of lots Nos. 2233-A, 2234, 2235, and lot C described in title No. .847, from April 18, 1923, up to the present date. This admission, however, shall not affect the defense, and is subject to the claim, of said defendants, Feliciano Ramoso and Lucia Y. Matias, that the only benefit which they derive from the said lands is the annual rental of 250 cavanos of palay for the reason that those lands have been leased to other persons and that the said benefit derived from the lands should be applied for the payment of the interests of the said mortgages.

"22. That the average price of one cavan of palay from 1924 to April, 1931, is P2.50.

"23. That the area of lot No. 2233-A is 1 hectare, 18 ares and 23 centares (11,823 square meters).

"24. That the said mortgages of P33,800 and P200, respectively, in favor of Casimiro Tinio, which are admitted in this stipulation of facts are registered and noted in the decisions and certificates of title corresponding to lots Nos. 2233-A, 2233, 1872, 3622, and lot C of the subdivision plan described in title No. 847. That said incumbrances to the said land are the only lien or incumbrances: noted and registered in the said decisions and titles, with the exception 'of the incumbrances mentioned in' article 39 of said Law as may be subsisting, and to a first lien in favor of the Insular Government to guarantee the payment of the special taxes assessed pursuant to the provisions of section 18 of Act No. 2259, as amended by Act No. 3081. "

The trial court filed an exhaustive decision covering fifty-five printed pages in the bill of exceptions, the dispositive part of which is as follows:

"En su virtud, el juzgado opina que debe fallar y falla esta causa;

"1.º En cuanto a la demanda, (A) En su primer motivo de accion: (1) se declara a los demandantes duenos absolutos de la mitad proindiviso de las cuatro parcelas de terreno objeto de su segunda demanda enmendada; (2) se ordena a la demandada Rafaela Tecson para que en su nombre y como administradora del intestado del finado Sebastian Tansioco, otorgue escritura de traspaso a favor de los demandantes de dicha mitad en cada uno de dichos terrenos, o sea (a) sobre el lote 2235 del Expediente Catastral 9, Record 968 de San Jose, Nueva

ficija, con certificado de titulo No. 7377 expedido a nombre de Sebastian Tansioco y Rafaela Tecson en 13 de abril de 1927, (b) sobre el lote 2233-A del mismo Expediente Catastral adjudicado a Sebastian Tansioco y Rafaela Tecson en decision de 19 de noviembre de 1925, y (c) sobre el lote 2234 del mismo Expediente Catastral con certificado original de titulo No. 5294 a nombre de los mismos Tansioco y Tecson, de 13 de septiembre, 1926, debiendo estas escrituras ser otorgadas en la forma y con las solemnidades legates requeridas para ser inscribibles, libres de carga y gravamen; y (3) se ordena a los demandados Feliciano Ramoso y Lucia Matias, administradores de Casimiro Tinio, a entregar dicha mitad a los demandantes. (B) En su segundo motivo de accion, se declara nulo el gravamen que sobre dicha mitad fue constituido por convenio entre Sebastian Tansioco y la administracion del finado Casimiro Tinio, representada por sus administradores los demandados Feliciano Ramoso y Lucia Matias. (C) En su tercer motivo de accion, se ordena a estos administradores que en su referido concepto paguen a los demandantes el saldo a favor de estos por la cantidad de P11,069.18 de acuerdo con los pronunciamientos en las paginas 36 y 37 de esta decision, en indemnizacion por la ocupacion de esa mitad de terrenos.

"2.º En cuanto a la reconvencion de estos demandados contra los demandantes, (a) se absuelve a estos del primer extremo, o sea en cuanto al pago de los treinta y tres mil ochocientos (P33,800) pesos y sus intereses en gravamen constituido sobre todos los terrenos que han sido objeto del convenio aludido en el segundo motivo de accion de la segunda demanda enmendada; y (b) en cuanto al 2.º extremo, o sea al reembolso de las cantidades pagadas en amillaramiento y derechos de riego, estese a lo resuelto en el tercer motivo de accion de dicha demanda.

"3.º En cuanto a la contrademanda de los demandados Feliciano Ramoso y Lucia Matias, administradores de Casimiro Tinio, y su reconvencion en escrito de 7 de diciembre, 1931 contra la demandada Rafaela Tecson por si y como administradora de Sebastian Tansioco, (1) se ordena a esta ultima en sus referidos conceptos a pagar a aquellos en su tambien aludido concepto, la cantidad de treinta y tres mil ochocientos (P33,800) pesos con sus intereses desde el 5 de septiembre de 1922 hasta su completo pago; del cual deberan deducirse (a) el saldo de P1,121.64 mencionados en la pagina 49 de esta decision, y (b) los frutos o rentas que vaya percibiendo la administracion de Casimiro Tinio en los terrenos por ella ocupados, de acuerdo con esta decision en cuanto a la demanda, cuya posesion podra retener dicha administracion mientras no se verifique el pago completo que tiene derecho a recobrar de dicha contrademandada Rafaela Tecson; (2) se le ordena tambien a dicha Rafaela Tecson, por si y como administradora de Sebastian Tansioco, a pagar a los referidos administradores del finado Casimiro Tinio la cantidad de doscientos pesos con sus intereses al 12 por ciento al ano desde el julio 12, 1923, hasta su pago completo que debera verificarse dentro de tres meses desde que sea firme esta decision, y si pasado dicho termino dejare de pagarse dicho importe, se ordena la venta en publica subasta de la finca hipotecada en garantia de dicho prestamo o sea el lote No. 1872 del catastro de San Jose", Nueva Ficija, con certificado de titulo No. 5259 de fecha 13 de septiembre, 1926, aplicandose el producto de dicha venta al pago de esta parte de la sentencia.

"4.º En cuanto a la reconvencion de Rafaela Tecson contra la administracion de Casimiro Tinio sobre las cantidades liquidas que en anticresis reclama contra dicha administracion, se absuelve de ella a los referidos administradores en cuanto excede de lo resuelto en el inciso (a) del parrafo 3.º de esta decision, resultante de la liquidation y pronunciamientos en la pagina 49 de la misma, a cuya resolucion debe estarse.

"5.º En cuanto a la contrademanda de Rafaela Tecson contra la administracion de Casimiro Tinio, no ha lugar a ordenar la devolucion de los terrenos a que se contrae, (a) por no haberse probado que todos ellos se hallan en poder de dicha administracion, (b) porque de las cinco parcelas poseidas por esta, la mitad de las cuatro de ellas se declara ser de la pertenencia de los demandantes con orden de entrega y traspaso a los mismos, y (c) porque sobre la otra mitad y la parcela lote C existe derecho de retencion en anticresis a favor de dichos administradores ordenada en el inciso (b), parrafo 3.º de esta decision. Sin pronunciamiento de costas."

The appellants Feliciano Ramoso and Lucia Matias Viuda de Tinio, the administrators of the estate of Casimiro Tinio, assign fifteen errors of which we deem it necessary to comment on the following only:

"The lower court erred:

"3. In declaring that the four parcels of land described in the complaint are the conjugal properties of the deceased spouses, Sebastian Tansioco and Serapia Serrano.

"5. In holding that sales and mortgages executed by a surviving husband affecting conjugal properties are null and void.

"6. In declaring that the plaintiffs are the absolute owners of one half undivided interest in the four parcels of land described in the complaint.

"7. In ordering the defendant, Rafaela Tecson, in her own name and in her capacity as the administratrix of the estate of the deceased, Sebastian Tansioco, to execute a contract of transfer, which can be registered in the register of deeds of Nueva Ecija in favor of the plaintiffs, of one half of the said four parcels of land, lots Nos. 2233-A, 2234, and 2235, free from any lien or incumbrance.

"8. In declaring null and void the mortgage noted in the titles of the said lands with regards to its one-half undivided interest.

"9. In ordering the defendants-appellants to pay to the plaintiffs the amount of ₱11,069.18.

"10. In absolving the plaintiffs from paying to the defendant-appellants the amount of P33,800 together with its interests of 6 per cent per annum from January 1, 1923, until they are completely paid.

"12. In not ordering the defendant, Rafaela Tecson, in her own representation and in her capacity as administratrix of the estate of the deceased, Sebastian Tansioco, to pay the said amount of P33,800 together with its interests to the defendant-appellants, within the period of three months from the date of the judgment.

"13. In not ordering the sale of the said lands, lots Nos. 2233-A, 2234, 2235, 2622, and lot C of the subdivision plan described in title No. 847, after the said period of three months, to satisfy the judgment."

It is established by the evidence—and so found by the trial court—that all of the lands here in question were acquired by Sebastian Tansioco after the death of his first wife, Serapia Serrano. There is no evidence in the record that they were paid for with funds in which Serapia had any interest. Exhibit A, an abortive extrajudicial partition of the conjugal properties of Sebastian Tansioco and his deceased wife Serapia Serrano in which the lands here involved were included, might well be an admission against interest as regards Sebastian Tansioco but not as regards Casimiro Tinio who was not a party thereto and knew nothing of it. On the other hand, the plaintiffs who are parties thereto, knew of the existence of Exhibit A but asserted no right thereunder and presented no claim against the registration of the titles to these lands when the Torrens certificates were issued in favor of Sebastian Tansioco and Rafaela Tecson.

It is recited in paragraph 24 of the agreed statement of facts that the mortgages here involved of P33,800 and P200 respectively in favor of Casimiro Tinio were registered and noted in the decisions and certificates of title obtained as aforesaid by Sebastian Tansioco and Rafaela Tecson in the land registration case. There is no evidence of fraud on the part of Casimiro Tinio in any of the proceedings proven by the evidence or even alleged in the complaint.

Even assuming that the lands in question had been the conjugal property of Sebastian Tansioco and Serapia Serrano, the sale made on September 5, 1922, by Sebastian Tansioco to Casimiro Tinio and the agreement between them to have the same noted as an incumbrance on the certificates of title was valid and binding under the provisions of section 685 of the Code of Civil Procedure, there being no evidence of fraud in the transactions. It is to be noted that these transactions took place before the approval of Act No. 3176 on November 24, 1924, which amended section 685 of the Code of Civil Procedure.

It results that the Torrens titles issued as recited in the agreed statement of facts must be upheld and the appellants' assignments of error numbers 3, 5, 6, 7 and 8 must be sustained and all three causes of action of the complaint must be dismissed.

Upon the cross-complaint of the administrators of the estate of Casimiro Tinio, it is clear that they are entitled to recover against Rafaela Tecson, as administratrix of the estate of Sebastian Tansioco and Rafaela Tecson, the said debt of P33,800 together with interest at 6 per cent per annum from September 5, 1922, and the lien or incumbrance noted on the Torrens certificates should be foreclosed. The appellants state in their brief (page 32) that it is immaterial to them whether the said incumbrance be treated as a mortgage as they claim or as a contract of antichresis as the lower court held. The appellee, Rafaela Tecson, insists upon the application of article 1881 of the Civil Code and asks for affirmance of the judgment holding the contract to be one of antichresis and that the account as stated by her and reproduced on pages 48 to 50 of the Bill of Exceptions should be applied. The court below rejected this account and we see no reason for reversing the court's decision in that respect.

Upon the counter-demand of Feliciano Ramoso and Lucia Matias Viuda de Tinio, administrators of the estate of Casimiro Tinio, the decision of the court below is modified in this respect: that the said defendant Rafaela Tecson personally and as administratrix of the estate of Sebastian Tansioco, is ordered and required to pay to the said administrators of the estate of Casimiro Tinio the sum of P33,800 with interest at the rate of 6 per cent from September 5, 1922, until paid, less the net gain which the said administrators have received from the lands here involved to the date of trial, P2,955.88, and less such net sum as the said administrators may have received from the lands covered by said incumbrance to the date of foreclosure as hereafter provided.

It is further ordered and adjudged that Rafaela Tecson personally and as administratrix of the estate of Sebastian Tansioco pay to the said administrators the sum of with interest at the rate of twelve per cent (12%) per annum from July 12, 1923, until fully paid.

It is further ordered and adjudged that the said sums of money be paid to said administrators within six months from and after the date on which this decision becomes final and that in default of such payment, lots Nos. 2233-A, 2234, 2235, 3622 and lot C of subdivision plan described in title No. 847 and lot No, 1872 of the cadastral survey of San Jose described in certificate No. 5259 more particularly described in the agreed statement of facts shall be sold and the respective incumbrances on said lots foreclosed and the proceeds of said sales applied to the payment of the said debts, following the procedure prescribed in section 257 of the Code of Civil Procedure.

The judgment of the court below dismissing the counterdemand of Rafaela Tecson against the administrators of Casimiro Tinio (paragraph 5, page 119, Bill of Exceptions) is affirmed.

The judgment of the court below is modified as above stated and the cause remanded for further proceedings not inconsistent with this opinion. Without special pronouncement as to costs in this instance.

Street, Abad Santos, Goddard, and Diaz, 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.