

SERAFIN SANSON, PLAINTIFF AND APPELLEE, VS. ISABEL ARANETA, ALFREDO SANSON, EVA SANSON AND HER HUSBAND ANTONIO YUSAY, DEFENDANTS AND APPELLANTS.

G. R. No. 39697. April 05, 1934

Ponente: GODDARD, J.

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GODDARD, J.:

This is an appeal from the decision of the Court of First Instance of Iloilo, the dispositive part of which, as amended by a supplementary decision, reads as follows:

"Por todo lo expuesto, el Juzgado falla esta causa, como signer

"Se declara que el convenio de reparticion, cuya copia certificada es el documento Exhibit D, otorgado por los herederos del finado Roque Sanson el dia 10 de junio de 1927, no esta de acuerdo con la voluntad del finado Roque Sanson manifestada en su testamento Exhibit A, pues con dicho convenio de repartition aparece lesionada y de hecho resulta lesionada en mas de una cuarta parte la verdadera participacdn de uno de sus herederos y legatarios, el demandante Serafin Sanson.

"Se declara rescindido dicho convenio de reparticion Exhibit D para todos los efectos legales;

"Se declara nulo para todos los efectos legales y sin efecto alguno legal el auto de este Juzgado de fecha 31 de agosto de 1923, obrante en el expediente numero 1055 de este mismo juzgado, titulado 'Testamentaria del Finado Roque Sanson', cuya copia certificada de dicho auto es el documento Exhibit D-2;

"Se ordena a la demandada Isabel Araneta que, dentro del plazo de treinta dias, presente en este asunto un inventario completo de todos los bienes inmuebles, muebles, alhajas, cre'ditos y acciones que pertenecieron en vida al finado Roque Sanson, con anotacion completa de sus respectivos valores, segiin consta probado en la vista de este asunto;

"Se ordena a la misma demandada Isabel Araneta que, dentro de igual plazo de treinta dias, presente un proyecto de particion de dichos bienes dejados por el finado Roque Sanson, en partes iguales entre los herederos del citado finado Roque Sanson.

"Sin especial pronunciamiento en cuanto a las costas.

"Asi se ordena."

The plaintiff in his complaint filed on August 23, 1932, prays for the rescission of the agreement of partition of the property of his father Roque Sanson, approved by the Court of First Instance of Iloilo, August 31, 1923, upon the grounds that it is not in accordance with the will of his father, executed April 6, 1920, and that as a result of said agreement of partition the share he is entitled to receive under his father's will has been reduced by more than one-fourth, both in area and in value. He also prays that the defendant Isabel Araneta be ordered to prepare and present immediately a complete inventory of all the property, real and personal, of his deceased father and include therein the jewelry, credits, etc. and that she be ordered to prepare and present another project of partition of said

property in which an equitable division of the same shall be made between the plaintiff and the defendants Alfredo Sanson and Eva Sanson.

The defendants answered by a general denial and alleged three special defenses: That each and every one of the signers of said agreement of partition renounced in favor of the others whatever difference there might be in their respective shares; that the action of the plaintiff has prescribed and that said agreement has been approved by a final order of the lower court.

The will of Roque Sanson, deceased, the husband of Isabel Araneta and the father of the plaintiff Serafin Sanson and of the defendants Alfredo Sanson and Eva Sanson provides among other things the following:

"PRIMERA. Declaro que estoy casado en matrimonio legitimo con la seiiora Isabel Araneta de Sanson, habiendo tenido nosotros dos los siguientes hijos, Alfredo Sanson y Araneta, Serafin Sanson y Araneta y Eva Sanson y Araneta;

"SEGUNDA. Instituyo por herederos a todos y cada uno de mis hijos arriba nombrados, los cuales se encuentran todavfa en la minoria de edad. En caso de mi muerte, dispongo y ordeno de una manera especial que mi esposa sea la tutora de nuestros citados hijos tanto en las personas de los mismos como en sus bienes. Como tal tutora cuidara no solo de la manutencidn sino de la educacion de nuestros hijos en la forma que ella creyese conveniente, y administrara los bienes de los mismos;

"TERECA. Cuando todos mis hijos Ueguen a la mayoria de edad, se hara una reparticion de la herencia, no pudiendo verificar esta particion mientras alguno de ellos sea menor de edad. Antes de ser repartida mi herencia, se sacara de la masa hereditaria bienes equivalentes a la suma de diez mil pesos filipinos (P10,000), cuya suma se dispondra en la forma como dire mas abajo;

"CUARTA. Despues de sacada la referida suma de diez mil pesos (P10,000), o su equivalente del valor de los bienes, el remanente se distribuira por partes iguales a cada uno de mis tres hijos arriba ya mencionados. La distribucion se hara en la forma mas equitativa, arm6nica y satisfactoria y de conformidad con las disposiciones de este testamento;

* * * * *

"SEXTA. Pasado el termino de diez anos consecutivos despues de la reparticion de los citados herederos y resultase que no hubiere ningfin heredero necesitado y pobre, segiin el criterio de mi albacea, entonces la cantidad separada de diez mil pesos (P10,000) destinada para este efecto sera repartida por partes iguales entre mis tres herederos:

"SEPTIMA. En caso de que la tutora de mis hijos que es mi citada esposa, muriese antes de que todos llegaren a la mayoria de edad, seran entonces tutores conjuntamente las siguientes personas: Agripina Sanson de Lacson, Celedonia Sanson, Lina Araneta y Concepcion Araneta. Estas mismas personas, en la epoca de la repartition de los bienes entre los herederos, veran y aconsejaran juntamente con la tutora a fin de que la reparticion se haga entre mis herederos en la forma mas justa y equitativa, en la forma mas satisfactoria y que en todo tiempo y ocasion hubiere buena armonia entre todos mis herederos."

Roque Sanson died April 28, 1920, and on June 2 of the same year his widow presented his will for probate in the Court of First Instance of Iloilo; the will was probated in case No. 1055 of that court, entitled "Testamentaria del Finado Roque Sanson" and on July 10, 1920, the widow, Isabel Araneta, was appointed executrix. On March 29, 1922, the executrix filed an inventory of the property of her deceased husband in which she noted the value of each individual piece of property. The committee of claims and appraisal found that this valuation was correct. On March 31, 1923, the executrix presented an account accompanied by a project of partition, Exhibit 2. On April 28, 1923, the court approved that account and also the project of partition, but, as this project did not contain a

description of the property, on October 19, 1923, the same court ordered the executrix to present another project of partition, within 30 days, in which the description of the property adjudicated to each heir should appear. This order was not complied with. The executrix, on June 10, 1927, and a few days before her son, the plaintiff Serafin Sanson, went to Manila to continue his studies, had him and the defendants Alfredo and Eva Sanson appear in the office of an attorney before whom they signed the agreement of partition in question in this case, Exhibit D. In 1928, during the school vacation, the plaintiff went to the municipality of Sara, Province of Iloilo, and for the first time visited the lands allotted to him and to his brother Alfredo by virtue of the agreement of partition, Exhibit D. Upon this visit he found that there was a great difference in quality and area in favor of his brother. In view of this he decided to visit the land allotted to his sister, Eva Sanson, situated in the municipality of Banate of the same province. He found that her land was also greater in area and better in quality than the land given to him by virtue of Exhibit D. The plaintiff thought of speaking to his mother about these differences, but fearing that this might annoy and displease her he left for Manila to continue his studies without saying anything to her at that time. After arriving in Manila the plaintiff wrote the following letter to his mother:

"1876 MANGAHAN, STA. CRUZ, MANILA

25 de agosto de 1928

SRA. ISABEL ARANETA,

"Molo, Iloilo, I. F.

"Mi Querida Madre: Hace ya tiempo que deseaba escribirte, pero siempre me ha faltado tiempo debido a que mis estudios de este año son demasiado difíciles.

"Madre, desearia hablarte de una cosa, pero me temo que lo tomes a mal, por lo que de antemano te pido perdón y te suplico no te enfades de mí, porque de esto ya deseaba hablarte cuando aun estaba allí pero temia que te enfadaras de mí.

"Madre, cuando me fui a Sara he visto que los terrenos que me habías dado eran de inferior calidad que los de mi hermano y hermana; y son muchos los que dicen que de nosotros tres, la peor parte es la mía. Esto, madre, te lo pongo de manifiesto, porque tu tampoco has visto aquellos terrenos. Madre, no tienes compasión de mi dándome la peor parte, teniendo en cuenta que por nosotros tres sufristes por igual al darnos a luz. Madre, me da vergüenza hablarte de esto, porque eres libre de darme lo que quieras, porque fuisteis vosotros los que habeis buscado dichos bienes; pero, madre, confío en el amor que me profesas, porque muchas veces he oído de ti decir que a ninguno de nosotros tus hijos sienten preferencia porque nos amas por igual. Si es así, ¿por qué vas a disminuir mi parte? Tal vez, madre, pienses que mi tía tiene algo y que dicho algo irá a parar conmigo. De esto, madre, no puedo estar seguro, porque mi tía suele decir que ellas son unas tres viejas que también necesitan de dinero para cuando se enfermen. Aparte de esto, madre, siempre es diferente lo que viene de nuestros padres, porque esto hace que los hijos puedan decir que sus padres les aman por igual porque en la misma proporción les reparte su patrimonio. Madre, solo os expongo a vosotros tres para que no digáis después que no os había hablado de ello. Madre, si vosotros tres no teneis inconveniente yo os pediría que aumenteis mi porción con el terreno de Sibucan que es bien poco. No teneis compasión de mí, hermanos míos.

"Madre, si te parece mal esto que te pido y que te he manifestado, perdoname, asi como tambien vosotros hermanos mios, perdonadme, igualmente si tambien a vosotros os parece mal.

"Recuerdos a todos vosotros, a ti y a mis hermanos.

"Tu hijo que te ama como siempre.

"(Fdo.) SERAFIN SANSON "

This letter was received by the defendant Isabel Araneta on August 27, 1928, and on the following day she had her daughter, the defendant Eva Sanson, who was a minor at the time Exhibit D was signed, go before a notary public and sign a document, Exhibit 5, which confirmed the contents of the agreement of partition, Exhibit D. On the 29th of the same month and year the defendant Isabel Araneta, through her attorney, submitted the original of Exhibit D to the court for approval in an ex-parte motion, Exhibit D-1, and the project of partition, Exhibit D, and Exhibit 5 were approved by an order of the court, Exhibit P-2, dated August 31, 1928. Eighteen days after the order Exhibit D-2 was issued and twenty-one days after she received the above letter, Isabel Araneta wrote a letter, Exhibit 4, to her son, the plaintiff, in which she refused to cede to him the land situated in Sibucan, Occidental Negros. In view of this denial, plaintiff consulted a relative of his in Manila, Attorney Ramirez, who advised him that he could enter his objection to Exhibit D when it was set for approval by the court at Iloilo. Upon his return to Iloilo during the vacations of 1929 he asked his mother, Isabel Araneta, if the court had approved the original of Exhibit D. She pretended to know nothing about the matter. However the plaintiff learned through Attorney Geminiano Sanson that the court had approved the original of Exhibit D on August 31, 1928. Upon his return to Manila, to continue his studies, in 1929 he again went to Attorney Ramirez and told him that Exhibit D had been approved by the court of Iloilo, and Ramirez advised him that the only thing for him to do was to ask for the rescission of the agreement of partition, Exhibit D.

Another incident in this case which conclusively proves that Isabel Araneta favored her children Alfredo and Eva to the prejudice of the plaintiff Serafin Sanson is the fictitious sale of lot No. 461 of the Cadastral Survey of La Carlota, a description of which appears at the bottom of page 1 of the inventory, to Herminio Maravilla for the alleged sum of P12,000. The document of sale is dated October 15, 1932, and was acknowledged before C. M. Zulueta, the attorney for the defendants in the trial of this case in the lower court. This same land was sold by Herminio Maravilla to the spouses Antonio Yusay and Eva Sanson on October 18, 1932, three days later. This document was also acknowledged before the same attorney, C. M. Zulueta. This was a round-about way of giving this land to her daughter Eva Sanson. This particular parcel of land was not included in the division set forth in the agreement of partition Exhibit D, but was reserved for the purpose set forth in the third, fourth and sixth paragraphs of the will of Roque Sanson, copied above.

If we accept the inventory value of the property allotted to the heirs in Exhibit D as a basis of partition, the share corresponding to the plaintiff, under the will of his father, would be P33,683.69. The land allotted to him in said exhibit is valued at P14,615 in the inventory. As a result the portion corresponding to the plaintiff has been reduced in value in the sum of P19,068.69. It is plain to be seen that this reduction constitutes a lesion exceeding the fourth part of the value of the property that he should receive under his father's will.

If we take the assessed value of the property allotted to the heirs in Exhibit D as a basis of partition, the evidence shows that the value of the property adjudicated to the plaintiff in Exhibit D has been reduced in the sum of P16,696. This reduction also constitutes a lesion exceeding the fourth part of the value of the property that he should receive under his father's will.

If we take the market value of the land, as testified to by four witnesses, allotted to the heirs in Exhibit D as a basis of partition the value of the land which should have been adjudicated to the plaintiff in Exhibit D would be P51,300, whereas the market value of the land actually adjudicated to him in Exhibit D is only P25,050. It is plain to be seen that this reduction constitutes a lesion of much more than one-fourth of the value of the property that he should receive under his father's will.

If we take the total area of the land allotted to the heirs in Exhibit D as a basis of partition, the plaintiff should have received 467 hectares, 14 ares and 12 centiares, but the area of the land actually adjudicated to him in Exhibit D is only 254 hectares, 10 ares and 13 centiares or a reduction of 213.0399 hectares. This also constitutes a lesion of more than one-fourth of the area of the property that he should receive under his father's will.

Articles 1073 and 1074 of the Civil Code read as follows:

"ART. 1073. Partitions may be rescinded for the same causes as obligations.

"ART. 1074. They may also be rescinded on account of lesion exceeding the fourth part, taking into consideration the value of the things at the time they were awarded."

It is evident that the agreement of partition, Exhibit D, may be rescinded as provided in article 1074.

The defendants did not present any proof to the effect that Serafin Sanson had renounced in favor of his co-heirs whatever difference there might be between his share and their shares of the property. On the contrary, as we have seen, the plaintiff, as soon as he learned there was a difference, wrote the letter of August 25, 1928, to his mother and consulted Attorney Ramirez as to the manner of vindicating his rights.

There is no merit to the allegation of the defendants as to the prescription of plaintiff's action. The agreement of partition was approved by the court on August 31, 1928. The four years provided in article 1076 of the Civil Code should commence to run from that date. As stated above this case was filed on August 23, 1932. It must be remembered that this is not an extrajudicial partition. "While it is true that the partition agreement was made by all the heirs extrajudicially, in submitting it to the court for approval, and in being approved by the latter after having announced the hearing through publication in the newspapers, said extrajudicial agreement of partition became judicial, and the order of the court approving it and declaring the respective testamentary proceedings involving the estates of the deceased spouses closed, became final and absolute, and binding upon all the parties who took part in the said partition agreement, and acquiesced therein." (Centeno Centeno, 52 Phil, 322, 339.) It was submitted to the court for approval in case No. 1055 of the Court of First Instance of Iloilo, entitled "Testamentaria del Finado Roque Sanson". That approval validated the agreement of partition Exhibit D. If it had not been approved by the court it would not have been valid and the court after payment of the debts, funeral charges, and expenses of administration, and the allowances, if any, made for the expense of maintenance of the family of the deceased, would have assigned the residue of the estate to the persons entitled to the same in the proportions or parts to which each was entitled (section 753 of the Code of Civil Procedure). Articles 1073 to 1079 of the Civil Code are still in force. In the case of Salunga Evangelista (20 Phil., 273), this court treats all of these articles as being in full force and effect. This court in the case of Garcia Tolentino (25 Phil., 102), held that an action for rescission of the partition of an inheritance by reason of lesion can only be exercised during the period prescribed in articles 1074 and 1076. In Tinsay Yusay and Yusay (47 Phil., 639), this court said: "We may say further that if a case of estoppel should not be established, the appellants might still, under article 1303 in relation with article 1073 of the Civil Code, be compelled to restore to the estate of Juana Servando one-half of the amount received by them from the sale of lots Nos. 283 and 744, unless it is shown that Juana's interest in the lot was transferred to them either by sale or by valid donation. The registration of land does not necessarily extinguish obligations of that character."

The judgment of the trial court is affirmed with costs in this instance against the appellants.

Malcolm, Hull, Imperial, and Diaz, JJ., concur.

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