

**IN RE WILL OF PEDRO PANGANIBAN Y JACOB, DECEASED.
FRANCISCO SEBASTIAN, PETITIONER AND APPELLANT, VS. IRENE
PANGANIBAN ET AL., OPPOSITORS AND APPELLEES.**

G. R. No. 39797. March 12, 1934

Ponente: GODDARD, J.

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GODDARD, J.:

This is an appeal from the decision of the Court of First Instance of Bulacan denying the probate of the will of Pedro Panganiban y Jacob upon the ground that the attestation clause was fatally defective in that it did not strictly comply with the law.

The attestation clause in question and the will are in the Tagalog dialect. As translated into Spanish by the Honorable Judge of the trial court the attestation clause is as follows:

"Nosotros, Francisco Sebastian, Gregorio Sebastian y Miguel Martin, todos casados y mayores de edad y vecinos de Hagonoy, afirmamos que este testamento del Sr. Pedro Panganiban y Jacob, de cuatro paginas utiles, fue firmado por el testador al pie y en los márgenes de todas sus hojas en, presencia de nosotros tres, y nosotros firmamos igualmente al pie y en los márgenes de todas las páginas en presencia del señor Pedro Panganiban y Jacob quien, según vimos, estaba en su sano y cabal juicio, aunque padeciendo de cierta enfermedad, aquí en Hagonoy, hoy 14 de mayo de 1927."

The appellant assigns the following error:

"Al dictar decision en el presente asunto, el Juzgado de Primera Instancia de Bulacan incurrió en error, al concluir 'que la clausula de atestiguamiento en cuestion no esta redactada estrictamente de acuerdo con las disposiciones de la ley. En ella no se hace constar a los testigos firmaron al pie y en todas las paginas del testamento, en presencia de los otros.'"

The appellees make no objection to the translation of the trial court while the appellant contends that a more liberal translation could have been made. From an examination of several Tagalog-English dictionaries it is quite possible that this could have been done. However this court accepts the translation made by the trial court.

In the case of the Estate of the deceased Magdalen Ozoa, G. R. No. 37208, 58 Phil., 928, this court, speaking through Justice Malcolm, stated:

"At once it can be conceded that the attestation clause is not written as clearly as it should have been. It can, however, be further conceded that, while precision of language in drafting an attestation clause is desirable, it is sufficient if from the language employed it can reasonably be deduced that the attestation clause fulfills the requirements of the law. In this instance it is contended on the one hand that the attestation clause fails to state that the testatrix signed each and every page of the will in the presence of the three witnesses and in the presence of each other, and on the other hand that the language is susceptible of a contrary meaning. In this connection it should be recalled that the attestation clause was a part of the will prepared in the Visayan dialect, which may be deficient in words properly usable in a will, and that in the translation therefrom, clauses

may be placed out of the regular order. While the words 'we have each signed, the same and each page thereof in the presence of said testatrix and in the presence of each other' would be expected to relate to the attesting witnesses, it is possible to find that the quoted words also relate to the testatrix. Otherwise stated, the word 'we' could include both the testatrix and the attesting witnesses.

"The basic decision in this respect, grounded on the doctrine of reasonableness and intention, is found in the case of *Abangan vs. Abangan* ([1919], 40 Phil, 476). Following that decision have appeared others which culminated last year in the decision in the case of *Dichoso de Ticson vs. De Gorostiza* ([1932], 57 Phil., 437), where an attestation clause was held not to be fatally defective and to conform to the law. Just the other day, in division, in the case of *In re Jennings* ([1933], 58 Phil., 924), the same salutary result was reached. In conformity with these doctrines, we think that the trial judge was wrong in holding that a defective attestation clause requires that the will be not legalized."

In view of the facts in this case and the decisions cited above, this court is of the opinion that the error assigned by the petitioner-appellant should be sustained and the judgment of this court will be that the will of the deceased Pedro Panganiban y Jacob be ordered admitted to probate, and accordingly the judgment of the trial court is reversed without special pronouncement as to costs.

Malcolm, Villa-Real, Hull, and Imperial, JJ., concur.

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