

NICOLASA MACAM, AS TESTAMENTARY EXECUTRIX OF THE ESTATE OF THE DECEASED LEONARDA MACAM, PLAINTIFF AND APPELLANT, VS. JUANA GATMAITAN AND MAGNO S. GATMAITAN, DEFENDANTS AND APPEL...

G. R. No. 42619. March 10, 1937

Ponente: AVANCENA, C.J.

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AVANCENA, C.J.:

This is an action brought by the plaintiff, as executrix of the testate estate of the deceased Leonarda Macam, for the recovery from the defendants Juana Gatmaitan and Magno S. Gatmaitan of the ownership of the house described in paragraph 2 of the complaint. The plaintiff appealed from the decision of the court absolving the defendants.

On September 24, 1929, the deceased Leonarda Macam and the defendant Juana Gatmaitan purchased the house in question for P3,000 from the spouses Generoso Inducil and Flora Hamos (Exhibit B). It is stated in the deed of sale that the vendors received the purchase price of the house from the vendees, both single. However, on June 12, 1932, the deceased Leonarda Macam and the defendant Juana Gatmaitan subscribed a document (Exhibit C) which reads as follows:

"Know all men by these presents:

"That we, Leonarda Macam and Juana Gatmaitan, both single, of age and residents of the municipality of Calumpit, Province of Bulacan, Philippine Islands, by means of this document, freely and voluntarily state as follows:

"1. That during the time we lived together as friends, we have purchased a house of strong materials built on a lot belonging to the Diocese, situated in the municipality of Calumpit, Province of Bulacan, and declared for taxation purposes under Tax No. 6977, one Buick automobile, and furniture necessary for the house.

"2. That I, Juana Gatmaitan, hereby declare that the house purchased by us was paid with my friend Leonarda Macam's own money in the sum of three thousand pesos (P3,000) and therefore, said house truly belongs to my said friend. The following furniture likewise truly belong to her:

"One (1) wardrobe with mirror and carved top.

"One (1) narra bed.

"One (1) small wooden wardrobe.

"One (1) small wooden table.

"One (1) narra chair.

"One (1) rattan sofa.

"One (1) dining room table.

"One (1) kitchen table.

"Two (2) dining room benches.

"Two (2) kitchen benches.

"One (1) ice box,

"3. I, Leonarda Macam also hereby declare that the Buick automobile and most of the furniture in the house where we live, as the narra chairs, wardrobe and bed, truly belong to my friend Juana Gatmaitan, said automobile and most of said furniture having been bought with money exclusively belonging to her; and she was also the one who had my house painted.

"4. That in consideration of the friendship we mutually profess, considering ourselves almost as sisters, we have voluntarily agreed that whoever of us will die first shall leave to the survivor, as the latter's property, the house and all the furniture therein together with the Buick automobile above-stated, excluding the furniture belonging to Leonarda Macam stated in paragraph 2 of this document, which may be taken by the heirs of said Leonarda Macam if she will be the first to give up her soul to God, as a remembrance to her surviving friend, and this agreement shall be equivalent to a transfer of the rights of the one who dies first and shall be kept by the survivor; and none of our heirs shall claim the property mentioned in this document, left by any of us who dies first.

"In witness whereof, we affix our signature at the foot of this document as a proof of the acceptance by each of us of this agreement, this 12th day of July, 1932, in the municipality of Calumpit, Province of Bulacan, P. I."

It is inferred from the foregoing document that the deceased Leonarda Macam and the defendant Juana Gatmaitan lived together as friends, Leonarda having contributed the house and Juana the Buick automobile and most of the furniture to such companionship, both having thereby established between themselves a de facto joint ownership of the properties respectively contributed by them, which, judging from their nature and description/ are more or less of the same value. Such must be the case, judging from the fact that, although the house was purchased with money exclusively belonging to Leonarda, it was made to appear that both were the purchasers.

The plaintiff contends that with respect to the house, Exhibit C, on the part of Leonarda, constitutes a donation mortis causa in favor of Juana, and that as it had not been executed with all the formalities required by law for a will, it is entirely invalid and did not produce the effect of conveying the ownership of the house to Juana.

The lower court, in absolving the defendants from the complaint, considered the act of the deceased Leonarda as a transfer of the ownership of the house in favor of Juana, but not in the concept of a donation. This conclusion of the court below is supported by the literal interpretation of Exhibit C, wherein the parties describe the act performed by them as an agreement and a transfer.

This court is of the opinion that Exhibit C is an aleatory contract whereby, according to article 1790 of the Civil Code, one of the parties or both reciprocally bind themselves to give or do something as an equivalent for that which the other party is to give or do in case of the occurrence of an event which is uncertain or will happen at an indeterminate time. As already stated, Leonarda was the owner of the house and Juana of the Buick automobile and most of the furniture. By virtue of Exhibit C, Juana would become the owner of the house in case Leonarda died first, and Leonarda would become the owner of the automobile and the furniture if Juana were to die first. In this manner Leonarda and Juana reciprocally assigned their respective property to one another conditioned upon who might die first, the time of death determining the event upon which the acquisition of such right by the one or the other depended. This contract, as any other contract, is binding upon the parties thereto. Inasmuch as Leonarda

had died before Juana, the latter thereupon acquired the ownership of the house, in the same manner as Leonarda would have acquired the ownership of the automobile and of the furniture if Juana had died first.

In view of the foregoing considerations, the judgment appealed from is affirmed with costs to the appellant. So ordered.

Villa-Real, Abad Santos, Imperial, Diaz, Laurel, and Concepcion, JJ., concur.

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