

PEDRO ADAPON, AS ADMINISTRATOR OF THE ESTATE OF RUDOCINDO ADAPON, PETITIONER, VS. AGAPWA MAHALIT ET AL., RESPONDENTS.

G.R. No. 48144. July 31, 1943

Ponente: BOCOBO, J.

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BOCOBO, J.:

This case comes up by certiorari from the Court of Appeals. The principal question is how much land was donated by the late Rudocindo Adapon to Felisa Maralit, predecessor in interest of respondents herein. The Court of Appeals held the area donated was 40½ hectares, but petitioner maintains it should be only 20½ hectares, as found by the trial court. The controversy hinges upon the interpretation of the deed of donation signed by Adapon (Exhibit A) and of his will (Exhibit B).

It appears that on September 6, 1916, Rudocindo Adapon, a widower, who was about to marry Felisa Maralit, executed a deed of donation propter nuptias in favor of the latter. The first clause of said deed of donation (Exhibit A) reads thus:

"(a) Que hemos convenido en casarnos, y el casamiento se celebrara el dia Jueves, 14 de Septiembre de 1916; y deseando yo, Rudocindo Adapon, exteriorizar a mi futura esposa Felisa Maralit mi amor fiel y aprecio, le dono la tercera parte de mi terreno ubicado en el barrio de Putingkahoy, de la compression del municipio de Rosario, Batangas, I.F., que en actualidad vale P2,000, cuya extension superficial es de veintisiete cavances en semilla de palay, y sus linderos son al aguas de Pinagsibaan, al oeste, de Bibiana Manlisik, y al sur, las aguas de Lawayi."

On September 8, 1932, Rudocindo Adapon executed a will (Exhibit B) whereby he gave all his property to his son, Pedro Adapon, except the parcel of land already conveyed propter nuptias to the testator's wife, and recognizing the latter's usufructuary right according to law. In the will, the testator states, among other things: Upon the death of his first wife, Gertrudis Hernandez, in 1900, they had saved P2,000. He had one son, Pedro Adapon, by his first wife. In 1900 he inherited a piece of land in Palahanan, Bolbok. In 1904, he bought three parcels of land in the same barrio, and another piece of land, 123 hectares, in the barrio of Puting Kahoy, Rosario, for P300. The Spanish translation of clause 4 of the will, reads thus:

"4. Que ademas de las tres (3) parcelas. de terreno ubicadas en el barrio de Palahanan, Bolbok, que he adquirido por compra antes de 1904, el afio siguiente o sea en 1905, he comprado por trescientos pesos (P300) otro terreno de 123 hectareas, situado en el barrio de Puting Kahoy, Rosario. La mitad del dinero que he pagado por los mencionados terrenos en Palahanan y Puting Kahoy, pertenecia a mi hijo Pedro Adapon, por lo que el es mi copartcipe en los mismos, correspondiendole la mitad de dichos terrenos;"

The testator further states that when he married for the second time in 1916, the money saved by him and his son amounted to P10,000. Clause 11 of the will is as follows:

"11. Que el Septiembre de 1916 he otorgado documento de donacion propter nuptias a favor de mi esposa

Felisa Maralit, traspasando a ella la tercera parte de mi participation en el terreno de 123 hectareas, situado en Puting Kahoy. Dicha tercera parte (i) tiene la debida de 27 cavanos mas o menos de semilla de palay;"

On the mam question raised in this case, the Court of Appeals held:

"Las pruebas demuestran que el terreno descrito en la escritura de donacion fue adquirido por el donante de un tal Valentin Ferrer po P300 y en el documento de compraventa (Exhibit M) las partes calcularon en 80 cavanos la extension superficial del terreno. De ahi que cuando se hizo la donacion de un tercio del mismo, se calculo dicho tercio en 27 cavanos. Cuando un agrimensor midio el terreno, resulto que el mismo tiene 123 hectareas y debe, por tanto, corresponder a la donataria 41 hectareas. Pero el Juzgado inferior solo adjudico a los herederos de la donataria 20½ hectareas fundandose en el hecho de que cuando el donante adquirio el terreno, ero viudo, y, debe presumirse que, existiendo entonces entre a y su hiji el ahora demandado, mancomunidad de bienes, el terreno comprado pertenece a dicha mancomunidad. No encontramos disposition legal alguna en Juzgado. Y aunque se presuma que solo lamitad del referido terreno pertenece al donante, no se debe alterar ni reducir lo donado que cabe perfectamente dentro de la mitad que corresponde al donante."

We find that the existence of the co-ownership of the entire piece of land in Puting Kahoy does not depend upon whether any presumption of law supports it. There is no need to resort to any legal presumption because the will (Exhibit B) plainly and conclusively proves the co-ownership of the land between Rudocindo Adapon and his Son Pedro Adapon. Clause 4 of the will expressly recognizes that the testator's son owns one-half of the land in question and clause n specifically states that the donation proper nuptias conveyed one-third of Rudocindo Adapon's participation in the parcel of land containing 123 hectares in Puting Kahoy. Therefore, the area donated in Exhibit A was one-third of one-half of 123 hectares, or only 20 and one-half hectares, and not one-third of 123 hectares or 41 hectares. The Court of Appeals misconstrued the deed of donation propter nuptias by disregarding the clear and indisputable statements and admissions made by Rudocindo Adapon in his will. This admissions were confirmed and accepted by the donee herself, Felisa Maralit, when after the death of her husband (the testator) she in turn donated to her sisters, the respondents herein, the land he had donated to her propter nuptias, which she described as containing an area of 23 hectares, more or less, and not 40½ hectares. The respondents, who rely upon the deed of donation (Exhibit D) executed by Felisa Maralit are estopped from repudiating it.

The first assignment of error by the petitioner, that the amount of donation propter nuptias adjudicated by the Court of Appeals exceeds one-tenth of the present property of the donor, contrary to article 1331 of the Civil Code, is without merit. The Court of Appeals rightly held that the gift was not inofficious, there being no proof as to the total amount of property of the donor at the time of the donation, and the donor was quite well-off, while one-third of the land was worth only P100.

As for damages, the Court of Appeals ordered defendant (petitioner herein) to pay plaintiffs damages on the basis of 4 cavanos per hectare a year, at P2.45 per cavan. There being no assignment of error on this measure of damages, it should be observed in computing the damages for the illegal dispossession of 20½ hectares from October 1937.

Therefore, the decision of the Court of Appeals is hereby modified by fixing the area of land donated at 20½ hectares; by ordering petitioner to deliver said area, to be taken from the western portion of the land in question; and by ordering petitioner to pay damages to respondents for refusal to deliver the area donated, 20½ hectares, on the basis of 4 cavanos per hectare a year, at P2.45 per cavan, or P200.90 a year from October 1937. Without costs. So ordered.

Yulo, C. J., Moran, Ozaeta, and Lopez Vito, JJ., concur.

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