

MACAMPON DE PORKAN, ADMINISTRATOR OF THE INTESTATE ESTATE OF QUIAMA (MORO), MOXIREM QUIAMA, BACIRA QUIAMA, LUPIAN QUIAMA, SENJNG QUIAMA AND IBA QUIAMA, PLAINTIFFS AND APPELLANTS...

G.R. No. 48429. September 30, 1942

Ponente: PARAS, J.

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PARAS, J.:

On January 13, 1919, Quiama, a Moro, applied for the purchase of a piece of public agricultural land situated in the barrio of Lasang, City of Davao, and containing an area of 42 hectares, 96 area and 8 centares. On September 17, 1929 he executed a public document (Exhibit 2—Segundo) purporting to cede and transfer to his niece, Alejandra Navarro, his rights, title and interest in and to a portion of the land having an area of 30 hectares. Since then Alexandra Navarro had taken possession of the ceded portion which was separated from the lot intended for Quiama by concrete monuments and wire fence. The consideration stated in the contract is P26,931.36, representing the sum total of pecuniary advances made by Alejandra Navarro to Quiama who used the name for the clearing, tilling and cultivation of the land in compliance with the requirement of Act No. 2874, commonly known as the Public Land Act. In 1934 the corresponding patent, as well as original certificate of title No. 1066, was issued in the name of Quiama. The latter died in 1935. On May 10, 1937 his widow, Moxirem, and his children Bacira, Lupian, Sening and Iba executed a deed (Exhibit H) purporting to convey to Alejandra Navarro 21 hectares of the portion already transferred to her under Exhibit 2—Segundo, the consideration being P15,000. The remaining 9 hectares of said portion were on the same date leased, under the contract (Exhibit I), to Alejandra Navarro until December 31, 1939 for P1,000.

In the present action, instituted on September 14, 1937, the plaintiffs (the administrator of Quiama, the latter's widow and his children) seek to recover from Alejandra Navarro the total area of 30 hectares, plus damages in the sum of P145,000, the alleged value of the products obtained by the latter during her possession. The cause of action is based on the nullity of the documents (Exhibits 2—Segundo, H and I). Alejandra Navarro relies upon these three documents and, by way of counterclaim in case the same are declared void, prays that the plaintiffs be ordered to pay P26,931.36, the value of advances made by Alejandra Navarro to Quiama, and P3,500, representing her expenses in the cultivation of Quiama's homestead in Madabo. After trial, the Court of First Instance of Davao rendered judgment holding the documents in question to be null and void and offsetting the damages claimed by the plaintiffs against the advances made by the defendant, with costs against the latter. From this judgment both the plaintiffs and the defendant appealed.

Section 29 of Act No. 2874 provides that "after at least the second installment has been paid and after the cultivation of the land has been begun, the purchaser, with the approval of the Secretary of Agriculture and Natural Resources, may convey or encumber his rights to any person," and "any sale or encumbrance, made without the previous approval of the Secretary of Agriculture and Natural Resources shall be null and void." Section 118 of the same statute provides that "conveyances and encumbrances made by persona belonging to the

so-called 'non-Christian tribes,' when proper, shall not be valid unless duly approved by the Director of the Bureau of Non-Christian Tribes." In addition, we find legal provisions requiring contracts or agreements relating to any real property made in the Department of Mindanao and Sulu by any person with any Moro to bear the approval of the provincial governor, and making them null and void if executed in violation of said requirement (sections 145 and 146, Code of Mindanao and Sulu). We agree with the trial court that the documents invoked by the defendant are void because they have never been approved by the proper authorities (*Mundiz vs. Sando* [Mandaya] C. It. No. 20722; *Do Palad vs. Saito and Medrazo*, 55 Phil., 831; *Municipality of Hagonoy vs. Evangelists*, G. R. No. 48289, promulgated June 1, 1942).

There is no basis in the defendant's argument that, as all the contracting parties in the documents in question belong to a non-Christian tribe, there was no necessity for any official approval. The lawmakers did not choose to make any distinction, and we are not authorised to supply the deficiency. Neither is there basis in her argument that, after the issuance in favor of Quiama of the patent and the original certificate of title, the contract Exhibit 2—Segundo no longer fell within the scope of section 29 of Act No. 2874, since it did not affect any right or interest remaining in the Government. It is to be noted that said contract was executed prior to the issuance of the patent and the original certificate of title. Moreover, section 118 of Act No. 2874, which did not discriminate between conveyances executed prior to the issuance of absolute title and those executed thereafter, would be applicable.

With respect to the claim for damages insisted upon by the plaintiffs and to the defendant's claim for reimbursement of advances, we find propriety in the action of the trial court in offsetting one against the other. There is sufficient evidence tending to show that Quiama was never in a position to spend even a small portion of the considerable amount used in putting the land on good production basis; and the execution of Exhibit 2—Segundo by Quiama, and of Exhibits H and I by his heirs, coupled with the unquestioned possession of the defendant, at least confirms the fact that the latter made the advances claimed by her. In this instance, the plaintiffs maintain that the total value of the products gathered by the defendant is P142,620. We cannot accept this amount without necessarily holding that the annual yield of an abaca plantation for several years can be estimated with mathematical precision. Considering that the land in question has become a productive farm as a result of the advances of the defendant, that all the permanent improvements built thereon during the latter's possession will pass to the ownership of the plaintiffs, that the defendant had enjoyed all the products of the portion held by her for a long time and thereby received the full value of her advances plus perhaps a good margin of profit on her investment, and that the parties are related to each other, we are convinced that the trial court, in disallowing their opposing monetary claims, has settled the case in a manner most consistent with equity and justice.

The appealed judgment will therefore be, as the same is hereby, affirmed, with costs in this instance.

Yulo, C. J., Moran, Ozaeta, and Bocobo, JJ., concur.

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