

LAUREANA ANTONIO, PETITIONER AND APPELLANT VS. CLAUDIA ALOC, OPPONENT AND APPELLEE.*G.R. No. 7825. August 26, 1913*

Ponente: ARELLANO, C.J.

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Pascual Antonio, a resident of the city of Cebu, Province of Cebu, died on September 14, 1910, leaving a will executed on December 6, 1908, and probated in the Court of First Instance of that district. The testator instituted his legitimate daughter, Laureana Antonio, as his universal heiress and devised to his wife by his fourth marriage, Claudia de los Santos, alias Aloe, some jewelry and P1,000 in cash. He also appointed as the testamentary executrix or executor of his will, first, his said daughter, Laureana Antonio, and, second, Mariano Antonio. The court selected and approved the appointment of Laureana Antonio as executrix and she entered upon the administration of the estate. Commissioners were appointed and they terminated their duties on April 25, 1911.

On this same date Laureana Antonio presented a report of her administration and petitioned the court to declare her to be the owner of all the property left by the deceased, in order to close the administration of the estate.

The widow, Claudia de los Santos, opposed this petition and the present suit was instituted for the purpose of deciding whether the widow is entitled to the conjugal property and to the widow's usufruct allowed by law, or whether, on the contrary, Laureana Antonio, the instituted universal heiress, should be declared to be the sole owner of the property left by her deceased father, Pascual Antonio (except the part thereof which consists of an hacienda in Leyte and belongs to Mariano Antonio).

Facts: On May 2, 1911, the widow, Claudia de los Santos, formally entered her appearance in the action for declaration of heirs, and, in paragraph 3 of her petition, stated: "That she had never waived any right to which she might be entitled in the property left by the deceased, Pascual Antonio; that she did not remember having executed any document relative to such a waiver; and that, as, no copy thereof was attached, she could not under oath deny it."

On page 39 of the record appears an instrument of the following tenor, which was presented in evidence:

"I, Claudia de los Santos, of legal age and the widow of the deceased Don Pascual Antonio, hereby declare and set forth that I am informed of the contents of the will left by my late husband, the said Don Pascual Antonio, executed on December 6, 1908, and agree to all the provisions therein contained. I further declare that all the property left by my said husband at his death belonged to him alone, for the reason that it was acquired by him prior to our marriage. Therefore, in view of the above-stated facts and in consideration of the sum of P1, which I have received at the hands of Doña Laureana Antonio, I hereby transfer and waive in favor of the latter, her heirs and assigns, all the rights I have or may have in or to the said property left by my deceased husband, the said Don Pascual Antonio, with the exception of the chattels left to me by my said husband and specified in paragraph 7 of his will, to wit, all the jewelry given to me by my said husband at our marriage and also the sum of P1,000 in cash. I have in my possession all the jewelry just above mentioned. And I henceforth absolutely waive all the rights which I have or may have to make claim, judicially or extra judicially, to the said property

or rights hereinbefore renounced, and I further set forth that in this waiver and transfer are included all the rights pertaining to any of the said property and to the usufruct of the same or to any part thereof. In witness whereof, I have executed this document in Cebu, Cebu, Philippine Islands, this 20th day of September, 1910.

(Sgd.) "CLAUDIA DE LOS SANTOS."

The foregoing is signed by two witnesses and the ratification made before the notary on the same date.

With respect to this instrument, the widow stated under oath that she specifically denied having signed any document whatsoever and that the only one which she remembered having signed was the authorization which was said to be required in favor of Martin M. Levering so that he might bring before the court the matter of the estate of the late Pascual Antonio and administer such property until the claims of the creditors should be paid.

In regard to the estate left by her deceased husband, she stated that all the property which appeared as inventoried, with the exception of the Leyte hacienda and the tiled-roof house in the sitio of Mauco, on Manalili Street (1 and 5 of the inventory), was acquired during her marriage with the deceased, and, furthermore, that there should be included in the inventory 250 carabaos, 300 head of cattle, and a vehicle, also acquired during her marriage with the deceased". She therefore petitioned that all the property just above specified be included in the inventory and declared to be conjugal property, that she be awarded one-half of such property as should be left after liquidation, also the usufruct to which she was entitled by law, that the said Laureana Antonio be removed from her position of administratrix of the estate and that Jaime Vano be appointed in her stead.

The widow did not prove the existence of the number of carabaos and cattle she declared there were. A witness stated that the vehicle, which she said was worth P50, had a long time since been destroyed; and as to the two houses listed in the inventory (3 and 4) on Magallanes Street, Cebu, all there is concerning them in the record is that they had been rebuilt one or two years before Pascual Antonio's death; but the witness who so testified, while admitting as he did that one of them had been burned and that on the lot it occupied those reconstructions were made, yet he did not know whether they were rebuilt out of the amount paid as insurance or with what other funds. It is taken for granted that Claudia de los Santos was the fourth wife of Pascual Antonio and that this last marriage of the deceased only lasted seven years. The heiress proved, by means of 83 certificates issued to her in 1905, her ownership of a like number of cattle, principally horses, including some 10 carabaos, male and female, which, with their calves, now amount to about 120 head, and by 13 certificates issued to Pascual Antonio, also in 1905, likewise her ownership of that many more carabaos.

The only proof positively presented by the widow, Claudia de Los Santos, consists of three letters addressed to her from the Leyte hacienda by the heiress, Laureana Antonio, in which the writer refers to the enormous losses she suffered as a result of the typhoon that passed through her section and, in speaking of the loss of stock, says "our stock;" from which the widow concludes that the heiress considered her even then a sharer in the property left by the testator, and she supports this argument with a philosophical dissertation developed by a witness on the meaning of two different adjectives used in Visayan to express the possessive our. But all this argument falls to the ground, for the heiress also says in these letters "our hacienda" "our laborers have not yet been able to plant even sugar cane," and the widow explicitly and repeatedly stated that the hacienda with all its appurtenances belonged exclusively to her husband; furthermore, the heiress in one of her letters says to the widow, "Pay without fail our debt to Don Tomas," and in a subsequent letter, "That debt of mine, Calao to Don Tomas, pay it without fail at the end of this month * * *." So that argument has absolutely no importance.

The record discloses no proof whatever of this second claim of the widow. There is no property which appears as specifically acquired during the fourth marriage of the deceased.

With respect to her first claim, bearing on the existence, validity, and force of the instrument executed by her, the

following facts appear from the evidence:

- As before seen, she stated in her written petition of May 2, 1911, that she did not remember having executed any document whatever relative to any waiver of her rights in her husband's property. (Record, p. 37).
- During the trial she admitted having signed such a document in the house of the notary, Mr. Levering (p. 46), but added that after it was signed it remained in the latter's possession (p. 47).
- She afterwards admitted it to be a fact that the original document was kept in the house of the family with whom she and the heiress lived and in a box the key of which was held by the latter, but which she took the liberty to open during the heiress's absence on the Leyte hacienda; that she delivered the document to a party who made a copy of it; and that since then this original document, which she stated she replaced in the box, had disappeared. It was upon proof of its disappearance that the court admitted in evidence one of the two copies which the notary had kept in his office. This copy is the one which was presented and admitted without objection (pp. 39 and 40).
- Continuing her testimony, the widow finally explicitly stated that she removed from the said box the same document she had signed in the month of September, and that? she was sure of this because she had seen her signature; that after its removal she delivered it to Pacencio Rosales in order that he might make a copy of it. This Pacencio Rosales, the widow stated, was a tenant on one of the properties of the estate. One day he went to see her about some work on his place. On this occasion he inquired of her as to which of the properties of the estate was the one that belonged to her, and she casually remarked that Laureana now still treated her well, but would end matters later by driving her out of the house. It was then that she took out the papers and Rosales, on seeing them, said: "Here is one signed by you;" to which she replied: "If the document I signed remained in Mr. Levering's office, how can it be here?" Rosales related to her the contents of the document, and then she exclaimed: "Why, I would be crazy to give up all my rights for the sum of P1." In such manner she began her testimony, but, continuing it, she could not do otherwise than tell the truth, as we have seen: the document was not left in Mr. Levering's office, but was removed by her from the heiress's strong box, so the original does not now appear, and she pretends to be ignorant of its contents, which, however, were firmly established by a decisive finding of the trial court, in the following terms:

"The document concerned in the evidence, having been prepared beforehand, prior to Dona Claudia's visit to Mr. Levering's office, was twice interpreted to her from Spanish, in which it was written, into the Visayan dialect—the first time by Simplicio Kodis, a Visayan Filipino and clerk in Mr. Levering's office, and the second time by the aforementioned Mariano Antonio. The court finds no reason to believe that the said persons were incompetent or incapable as interpreters, nor is there sufficient evidence to incline the court to the belief that the interpretations were not correctly made and in good faith. The document in evidence having been thus interpreted to Dona Claudia de los Santos, she acquiesced therein and immediately signed and executed it before Mr. Levering as notary public. The original of the document was given to Mariano Antonio, and directly thereafter Doña Claudia, accompanied by Mariano Antonio and Timoteo Antonio, withdrew from Mr. Levering's office." (B. of E., p. 40.)

All the grounds of the widow's opposition (the sole subject matter of this suit) have been destroyed by the above transcribed decisive finding of the trial court, which has been acquiesced in and has become final as regards this party who did not appeal therefrom.

As to the averment that she did not remember having executed any document relative to a waiver of rights in the property of the testamentary succession of her husband (p. 23), the court held, and her own testimony at trial proved, that such a document was in fact executed.

With respect to her explicit denial under oath of having signed any document whatever, particularly that attached

to the record (pp. 39 and 40), she swore at the trial that she did sign it and the court, in accordance with her own testimony? held this to be an established fact.

Concerning the allegation that the only document she remembered having signed was the authorization said to be required in favor of Mr. Levering so that he might bring before the court the matter of the estate of the late Pascual Antonio (p. 29), it is explicitly stated on page 40 of the bill of exceptions: "The court does not assent and does not find this statement to be true," after having held in the finding above transcribed that "after the document had been interpreted twice, she acquiesced therein and immediately signed and executed it before Mr. Levering as notary public."

The suit should have been, terminated once the grounds of the opposition upon which it rested had thus been destroyed; but the court held in the judgment that: "The document of transfer executed by Doña Claudia de los Santos in favor of Doña Laureana Antonio is null and void and of no effect." (B. of E., p. 51.)

Those grounds are, briefly: "Dona Laureana is a woman 50 years of age, and Dona Claudia is eight years her junior. Doña Laureana is of a dominating nature, strong-minded and very intelligent, judging from her features and the traits of her character observed during the trial. Doña Claudia is of a passive nature, of a very gentle disposition, and apparently very easily influenced and directed by a dominating character. This opinion is based partly on their testimony and partly on conclusions which the court has drawn from their appearance while testifying in this case." (B. of E., p. 38.)

"Dona Claudia was unduly influenced by Doña Laureana to believe that there was actually no property in which she was entitled to share. Indeed, there is no direct proof on this point, but the court is of the opinion that this finding (the conclusion concerning undue influence) is clearly deduced from the falsity of the declaration contained in the document in question." (B. of E., p. 45.)

"Doña Claudia would not have signed that document if she had known that the said declaration was false and that the deceased had left very valuable community property pertaining to his last marriage." (B. of E., p. 48.)

This court finds the following in the proceedings:

"Question by Doña Claudia's attorney: The document paged 39 and 40 in the record of this case and which Mr. Levering says is a copy of another that you signed in his office on September 20, 1910, states that you made it to appear therein that all the property left by your deceased husband, Don Pascual Antonio, belonged individually to him as having been acquired prior to your marriage with the said deceased. Do you know whether all the property left by your said husband at his death was acquired during or before your marriage with Him?—A. A part of this property was acquired prior to my marriage with my deceased husband, Pascual Antonio, and a part during our marriage.

"Q. Which part of this property was acquired during your marriage with your deceased husband?—A. The two houses on Magallanes Street,

"Q. If you had been informed that in the document you signed in Mr. Levering's office it was made to appear that all the property left by your husband, including those two houses on Magailanes Street, was property in which you had no share because it was obtained before Pascual Antonio's marriage with you, would you have signed that document?—A. Undoubtedly I would not, because I am very well informed that those two houses were acquired during our marriage. (Record, p. 48.)

"Q. Before going to Mr. Levering's office—that is to say, one week after your husband's death and before signing that document in Mr. Levering's office—did you know whether or not, as Pascual Antonio's widow, you had any right in the property left by your deceased husband?—A. Yes, sir; I did. (Eecord, p. 50.)

"Q. Why did you go there?—A. Because Mrs. Laureana Antonio and I had already agreed beforehand that I

should go to Mr. Levering's office to sign this document which concerns the appointment of Mr. Levering as attorney in the matter of the property pertaining to the administration of this estate." (Record, p. 45.)

It has already been well demonstrated, in accordance with the decisive conclusion reached by the trial court in this matter, that Doña Claudia did sign the document exactly as it now appears to have been executed, after it had twice been interpreted to her; that she expressed her agreement therewith and immediately signed it.

So then, she did not sign it in the belief that she was executing a power of attorney to Mr. Levering; the statement that she did is not true, says the trial court in his judgment. She signed it as being what it purports to be and as stipulating what therein appears as stipulated, written in Spanish and twice interpreted into Visayan correctly and in good faith, wherewith she expressed her agreement and signed and ratified the document before that notary public.

The grounds of law relied upon are: (1) That contracts in which consent was obtained by error, under violence, fear, intimidation, or deceit are declared null and void by article 1265 of the Civil Code; and (2) that, as it is not practicable, nor possible, to express in a definition what constitutes fraud, the definition of fraud and of what is undue influence must rather be deduced from the particular rulings in the matter by the courts; that, in the case at bar, Doña Claudia de los Santos was induced to go to the office of her stepdaughter's attorney for the purpose of making a transfer of all her rights in the conjugal property left by her husband, seduced by the false representation made her by Doña Laureana Antonio that the deceased had not left any community property acquired during his last marriage.

It is true that contracts, although they contain the requisites mentioned in article 1261, may be annulled whenever they are vitiated by any of the defects which invalidate them according to law. (Civil Code, art. 1300.) It is also true that deceit or fraud is one of the defects which invalidate contracts pursuant to law. (Art. 1265.) The definition of deceit is given by the law itself. There is no reason why it should be left in each case to the determination of the courts. The law says :

"There is deceit when by words or insidious machinations on the part of one of the contracting parties the other is induced to execute a contract which without them he would not have made." (Civil Code, art. 1269.)

Claudia de los Santos did not go to the office of the notary, Mr. Levering, deceived by Laureana Antonio and imbued by her with the idea that there was no conjugal property to expect from her marriage. It has already been seen that she testified entirely to the contrary. Claudia de los Santos did not go to the office of the notary, Mr. Levering, as she says she did, to sign a document whereby the latter was to be appointed attorney in the matter of the property pertaining to the estate. Her statement that she did, the trial court said, is not true. She went there to sign, and did sign, a document of waiver of all the rights she might have in her husband's estate, which is the purport of the document in question, and she signed it after it had been interpreted to her twice and she was perfectly aware of its contents, she being content with what her husband had left her in the will. No premises are found in the record upon which to conclude: (1) That, before going to sign the document, she had been persuaded to believe, by force of the insidious machinations of Laureana Antonio, that there was no conjugal property from the last marriage; (2) that it was after she had signed the document that she learned that there was such conjugal property; and (3) that in fact there is conjugal property. There is no proof whatever of insidious words or machinations on the part of the said Laureana, nor is it this woman who wrote the contents of the document. No deceit whatever appears, either before, or after, or during the act of the execution of the document.

The finding of nullity of the document in question was not rendered upon the petition of either party; no one asked that the document be held to be null and void. Such nullity was not argued at trial. It was found outside of the pleadings and proofs, against the universal maxim of justice that trial and sentence must be in accord with

pleadings and proofs, and only in accord with them, for such is a suit-pleadings, proofs, and sentence. The said finding, incongruous with all the elements of a suit, is therefore null and void.

The second and third findings of the judgment are the removal of Laureana Antonio as the executrix of the will and administratrix of the estate of the deceased Pascual Antonio and the appointment of H. B. Walker as administrator, with the will annexed, of the said estate.

The fourth finding declares Claudia de los Santos to be the widow of the deceased Pascual Antonio "vested with all the legal rights in the conjugal property of the deceased Pascual Antonio, such as pertain to her as the widow of the said deceased."

The fifth finding directs the immediate delivery of the property of the estate to the new administrator and the inclusion in the inventory of the cattle and carabaos of the Leyte hacienda.

Since the document of waiver executed by Claudia de los Santos is absolutely valid and effective, and inasmuch as the legitimate daughter of the deceased Pascual Antonio has been found to be the universal owner of the latter's estate, instituted as such, in his will, and all the debts of the estate having been paid, there is no longer any reason for the holding of the special proceedings on the succession of Pascual Antonio.

Therefore the judgment appealed from is reversed as regards all its findings, especially those relative to the appointment of H. B. Walker as judicial administrator of the estate and the declaration of the rights of the surviving widow, Claudia de los Santos, in the succession of Pascual Antonio; without special finding as to costs in this instance.

Torres, Johnson, Moreland, and Trent, JJ., concur.

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