

**BONIFACIA MANALO, AS ADMINISTRATRIX OF THE ESTATE OF THE
DECEASED PLACIDA MANALO, PLAINTIFF AND APPELLANT, VS.
GREGORIO DE MESA, DEFENDANT AND APPELLEE.**

G.R. No. 9449. February 12, 1915

Ponente: TORRES, J.

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TORRES, J.:

This is an appeal brought up through a bill of exceptions by counsel for the plaintiff from the judgment of November 19, 1912, whereby the Honorable Vicente Jocson, judge, held that the lands described in the complaint belonged exclusively to the defendant Gregorio de Mesa and his wife, and consequently absolved them from the complaint, with the costs of the case against the plaintiff.

On March 16, 1912, counsel for the plaintiff Bonifacia Manalo, as administratrix of the estate of the deceased Placida Manalo, filed a written complaint in the Court of First Instance of Laguna, alleging as her first cause of action that the deceased Placida Manalo had been the owner of two parcels of land, each planted with 300 coco palms, which she had inherited from her deceased parents and which were located in the barrio of Palita, municipality of Alaminos, the area and boundaries of said lands being stated in the complaint; that in 1904 the defendant Gregorio de Mesa had usurped said two parcels of land, thereby depriving the plaintiff, as administratrix of the property of the deceased Placida Manalo, of possession and enjoyment thereof, and had refused to deliver them to the plaintiff in spite of repeated requests that he do so. As a second cause of action it was alleged that ever since the said year, when the defendant had illegally entered into possession of those parcels of land he had been harvesting the products thereof, thereby causing to the plaintiff damages which since the usurpation have amounted to the sum of P1,600 and which still continue at the rate of P16.66 a month. It was therefore prayed that judgment be rendered for ownership and possession of the said lands by directing the defendant to vacate said two parcels and deliver them to the plaintiff as judicial administratrix of the property of the deceased Placida Manalo; that said defendant pay to the plaintiff as damages the sum of P1,600, with legal interest from the filing of the complaint, and also the sum of P16.66 a month until the property described in the complaint be delivered to her; also that the defendant be enjoined from entering upon the above-described land and from taking its products or anything else belonging to the property; and that the defendant be sentenced to pay the costs of the case.

The demurrer filed to the foregoing complaint was overruled, and thereupon counsel for the defendant in his answer generally and specifically denied each and all of the allegations of the complaint, alleging in special defense that the defendant was in possession of the lands described in the complaint by having acquired them by purchase, and that the lands described therein are the same which were the subject of litigation by the parties in civil case No. 1187 of the Court of First Instance of Laguna. Therefore the defendant prayed that he be absolved from the complaint, with the costs against the plaintiff.

After trial of the case and the examination of the evidence adduced by both parties, the court rendered the decision

hereinbefore mentioned. Plaintiff saved her exception and moved in writing for a reopening of the case and the holding of a new trial, which motion was denied, with exception on the part of the appellant. The corresponding bill of exceptions was approved and forwarded to the clerk of this court.

In these proceedings it is necessary to determine, first, the validity and efficacy of the donation of a tract of land made in the private document Exhibit 1 by the spouses Placida Manalo and Fernando Regalado in favor of the spouses Gregorio de Mesa and Leoncia Manalo; second, the authenticity and validity of the document Exhibit 2, wherein it appears that said spouses Regalado and Manalo sold and transmitted to the spouses Gregorio de Mesa and Leoncia Manalo the ownership and possession of a tract of land to which the said document refers.

In the document Exhibit 1 (rec. p. 6), written in Tagalog and thereafter translated, it appears that on May 10, 1903, the spouses Fernando Regalado and Placida Manalo, residing in the municipality of San Pablo, Laguna, declare that they are now old and incapacitated for work; that the woman has been ill for over a year and she feels that her death is approaching; that as both are without children to inherit from them, and moreover taking into consideration that their nephew and niece, the spouses Gregorio de Mesa and Leoncia Manalo, the latter of whom has lived with them from childhood and has been treated by them as a daughter, have been caring for them both up to the present time, they agree to donate to them the tract of land which they own, the location and boundaries whereof are set forth in the document; they further state that on account of the circumstances recited they make the donation to the exclusion of their other nephews and nieces, and they request the donees to bear such expenses as would be incurred in case the donor Placida Manalo should die. To this end title of ownership was made over to the donees with the injunction that in case any claim to said land should be set up by any brother or other nephew of the donors, said claim was to be rejected and ignored by all the authorities, for they prayed to God that He permit none of their relatives to disturb the donees' possession of the land.

It is to be observed that the donation set forth in the said document is not an act of liberality performed gratuitously in favor of the donees, to which article 618 of the Civil Code refers. To judge from the voluntary statement of the donors, the donation was made on account of the services which the donee Leoncia Manalo had rendered them since her childhood and which she and her husband Gregorio de Mesa, after marriage, had continued to render to the donors. Moreover, the donor spouses ratified and agreed to the donation with the condition and obligation that the donees should meet and bear the expenses which might arise in the event of the death of the donor Placida Manalo.

She died and her body was buried in the cemetery of that town on October 9, 1903, according to the certified copy of the record of her interment, Exhibit B, page 3, and Gregorio de Mesa fulfilled the obligation conditioned in the donation by paying the expenses occasioned by her death and burial. Gregorio de Mesa so stated (p. 32) in the presence of the plaintiff Bonifacia Manalo, who did not at the time protest, nor could she impugn or contradict the statement made by the donee, De Mesa, who further averred that he accepted the donation and with his wife, the other donee, entered into possession of the land donated, even in the lifetime of the donor Placida and her husband Regalado, for the donation was made on May 10, 1903, and she died on October 9 of the same year. It further appears that the donee De Mesa, while the donors were still living, after he had taken possession of the land donated, made the declaration of ownership for the assessment in June of that year and paid the land tax, according to the document Exhibit 6, page 16.

From the foregoing it is seen that this donation was made for a valuable consideration, and is therefore subject to and governed in its nature, conditions and effects by the laws of contracts, in accordance with the provisions of article 622 of the Civil Code.

In order to settle the question raised by the appellant that the said donation is null and void because it was not

made in a public instrument in accordance with the provisions of article 633 of the Civil Code, and that it was recorded in a private document, Exhibit 1 (p. 6), was not sufficient, it is necessary to consider whether or not the donation in question is governed by the provisions of the code that treat of donations' in general, or whether, being made for a valuable consideration, it falls outside them, and thus becomes subject, as stated, to the laws of contracts, under said article 622 of the code, and so on this hypothesis should have been recorded in a public instrument, as prescribed by article 633.

There can be no doubt that the donation in question was made for a valuable consideration, since the donors made it conditional upon the donees' bearing the expenses that might be occasioned by the death and burial of the donor Placida Manalo, a condition and obligation which the donee Gregorio de Mesa carried out in his own behalf and for his wife Leoncia Manalo; therefore in order to determine whether or not said donation is valid and effective it should be sufficient to demonstrate that, as a contract, it embraces the conditions the law requires and is valid and effective, although not recorded in a public instrument.

Under article 1278 of the Civil Code, contracts are binding when entered in to between the parties, whatever may be the form in which they may have been executed, provided the essential conditions required for their validity exist, as set forth in article 1261 of the same code.

The donation in question was recorded in a private instrument executed by the donors and signed by three witnesses, the obligation or valuable consideration imposed upon the donee being stated therein. If, in accordance with the provisions of article 622 of the Civil Code, such a donation as this one, made for a valuable consideration, is governed by the laws of contracts, and if these laws do not require that the stipulations between the parties be recorded in a public instrument (inasmuch as a contract entered into verbally is valid and effective and produces all its consequences under the law), then with greater reason the said donation for a valuable consideration set forth in the said document Exhibit 1 (p. 6), although this was a private document, must be respected, especially when under article 1225 of the Civil Code a private instrument duly authenticated has the same force as a public instrument between those who sign it and their successors in interest.

By means of the donation of the parcel of land hereinbefore mentioned, made by the donors for a valuable consideration, the former ceded or transferred the said parcel of land to the donees, and, being a contract legally entered into between the interested parties, it does not require for its validity and efficacy that it should have been recorded in a public instrument. Even though the value of the land donated does not exceed 1,500 pesetas, it is a fact that said donation was reduced to writing, at least in a private document; and therefore it comes under the rules fixed in section 335 of the Code of Civil Procedure, since the donation for a valuable consideration, regarded in law as a contract, was recorded in a document legalized by the donors and the signatures of three witnesses who attested the genuineness of the act performed by said donors.

The supreme court of Spain, in passing upon appeals under article 1778 (1278) of the Civil Code, has in its decisions of July 4, 1899, and October 19, 1901, laid down the following principle: "Contracts are binding, whatever may be the form in which they were made, if the conditions essential for their validity as specified in detail by article 1278 of the Civil Code concur in them; from which principle it follows that upon the validity and not upon the outward formalities required by the laws for other distinct purposes depends exclusively the efficacy of the contract between the parties thereto, who can therefore reciprocally require the fulfillment of the obligations agreed upon; and this is confirmed by article 1279, which does not subordinate the efficacy of the contract to the execution of a public instrument, in the cases wherein the law requires it."

In another decision of the same high Spanish court it is stated: "Although the provisions of article 1279 of the Civil Code, in connection with No. 1 of article 1280, do not operate against the validity of the contracts nor the

validity of the acts voluntarily performed by the parties for the fulfillment thereof, even before the execution of the corresponding public instrument, yet from the moment when any of the contracting parties invoke said provisions it is evident that under them the execution of the public instrument must precede the determination of the other obligations derived from the contract." (Decision of April 17, 1897.)

In the decision in the case of *Sison vs. Ramos* (13 Phil. Rep., 64), the following is stated:

"A contract executed by both parties with all the requisites prescribed by article 1261 of the Civil Code is a perfect, effective and binding contract, although the same has been executed as a private document only. (Art. 1278.)

"The legalization of a contract by a public instrument (and its registration are not essential requisites, but mere conditions of form or solemnities imposed by the law in order that the said contract may be effective as against third parties, and the agreement executed in the form of a deed and inscribed in the registry may be respected, according to the doctrine laid down by the supreme court of Spain relating to the application of certain articles of the Civil Code, which is also in force in these Islands.

"It is not within the scope of article 1280 of the said Code to require that a contract shall appear in a public document, in order to prove the dominion, inasmuch as, under article 1278 of the same code, all contracts which contain the conditions required for their validity by article 1261 produce full effect as between the contracting parties without prejudice to their right to demand and obtain that they be set out in a public instrument, as provided by article 1279; the absence of said requisite can not be availed of by either of such parties and much less by a third person, to deny the existence and reality of the contract, when it is supported by elements of proof admissible in law."

A donation for a valuable consideration has always been regarded, according to the provisions of law, as a genuine contract of cession or transmission of property, provided that the condition imposed by the donor upon the donee has, been met; and so this court has held in the decision, among others, of the case of *Carlos vs. Ramil* (20 Phil. Rep., 183), wherein this principle was established:

"When two persons advanced in years, being entirely alone and requiring the care of younger people, enter into a contract whereby it is agreed that, in consideration of such care during the lifetime of the former, they transferred their real estate to the persons thus caring for them, such a contract does not constitute a donacion remuneratoria but a donacion con causa onerosa, and is governed by the law of contracts and not that of donation."

The authenticity of the document Exhibit 1, setting forth said donation, is impugned by the plaintiff, a sister of the deceased donor, yet notwithstanding that her allegations lack proof, the record contains conclusive evidence of the genuineness and legitimacy of said donation, for the plaintiff herself witnessed the execution of said document and signed it together with two other witnesses. Such is the statement of one of them, Felipe Bon dad, who declares (pp. 28-27) that he is a first cousin of the donor Placida Manalo, and therefore of the plaintiff; that he was present when the said document Exhibit 1 was executed by the spouses Placida Manalo and Fernando Regalado; that the plaintiff Bonifacia Manalo and Hermenegildo Bondad were also present; that he saw the latter, as well as Bonifacia Manalo, sign; that even though the donor Placida was ill she was in her right mind and possessed of her mental faculties, and signed merely with a mark beside her name, as did also her husband Regalado as they could apparently neither write nor sign; but the plaintiff avers that her sister Placida could write, although she was unable to submit any document wherein Placida's signature appears.

Furthermore, the plaintiff Bonifacia disowned the signature which appears at the bottom of the document Exhibit 1, wherefore the defendant exhibited the documents Exhibits 3 and 5, wherein appear authentic signatures of Bonifacia Manalo; he also called attention to the tatter's signature affixed to the complaint Exhibit 4, for the

purpose of demonstrating the authenticity and genuineness of her signature in the said document Exhibit 1. There is no ground for disturbing the lower court's finding that the signature, appearing in said document and disowned by Bonifacia Manalo, was written by her.

With reference to the parcel of land sold to the defendant, indicated by the letter "A" and claimed by the plaintiff as judicial administratrix of the property of the deceased Placida Manalo, as, property belonging to the intestate estate of the deceased, notwithstanding the groundless allegations of the plaintiff the record fully demonstrates that the spouses Gregorio de Mesa and Leoncia Manalo are now the lawful owners and possessors of said parcel of land to which paragraph A of the complaint refers since they acquired it in a legal manner from the deceased spouses Fernando Regalado and Placida Manalo, as appears in the document Exhibit 2, written in Tagalog (p. 8) and thereafter translated.

In that document the said spouses Regalado and Manalo recite they are the owners of the said parcel of land, planted with coco palms, the location and boundaries whereof are set forth; that they had acquired it by purchase from a third party whom they name; that as they are now old and have no children to inherit from them, and as the woman is ill and needs money for her subsistence, they agree to sell said parcel of land on the east side, planted with six rows of coco palms toward the western part, to their nephew and niece, Gregorio de Mesa and his wife Leoncia Manalo for the sum of P150, there in hand delivered; that thereupon they renounced all their rights to the land thus sold unconditionally to their said nephew and niece, making delivery of the tract so that the latter might enter into possession thereof; and to that end they executed the said document on March 20, 1903, in the presence of the witnesses Crisanto de Mesa, Felipe Bondad, Gregorio Bondad, Hermenegildo Bondad, and Victor Suarez.

This sale, as has been seen, took place some months before the death of the vendor Placida Manalo, who died on October 8 of the same year 1903. By virtue of the acquisition of the tract the defendant and his wife forthwith took possession thereof, made declaration of their ownership in June of 1903 for the assessment and paid the corresponding land tax, while the vendors were still living, nor did the latter declare the land to be theirs or pay the tax thereon, as the husband did for his other lands. Fernando Regalado died a year after his wife's death; and it further appears that at the date of the complaint the vendee spouses had been in possession of the land so acquired for over eight years and that, since they had entered into possession of the land they had so purchased and that which they had received under donation title, they had increased the number of coco palms growing thereon.

The witness Felipe Bondad, one of those who were present at the execution of said document of sale, No. 2, confirms the authenticity thereof and the genuineness of the contract therein recorded, as well as the presence of the contracting parties and the other witnesses at the time it was drawn up; the plaintiff has not adduced any kind of evidence to demonstrate that the said document of sale is false and simulated. Therefore, as the same is legal and authentic, it sufficiently establishes the fact and genuineness of the contract of sale it sets forth, by virtue whereof the owners of the land transmit to the vendee their ownership and right as owners. It is no bar to this that the document is a private one, because it evidences a perfected contract which embraces all the conditions required by the Civil Code, and by reason of the considerations hereinbefore set forth it is based on positive provisions of law and juridical principles that are now established precedent.

Hence, the defendant in his own behalf and for his wife now possesses under title of owner the two parcels of land improperly claimed by the plaintiff Bonifacia Manalo, since he acquired them legally and by the means established by law for transferring and acquiring ownership.

For all these reasons, whereby the errors assigned to the judgment appealed from are refuted, said judgment should be affirmed, as we do affirm it, with the costs against the appellant.

Arellano, C. J., Johnson and Araullo, JJ., concur.

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