

**MODESTA BELTRAN ET AL., PLAINTIFFS AND APPELLEES, VS.
FELICIANA DORIANO ET AL., DEFENDANTS AND APPELLANTS.***G. R. No. 9969. October 26, 1915*

Ponente: TORRES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-9969/>**TORRES, J.:**

This is an appeal by a bill of exceptions, filed by counsel for the defendants, from the judgments of November 4, 1913, in which the Honorable Julio Llorente, judge, declared the preliminary injunction theretofore issued in the case to be final, sentenced the defendants to pay to the plaintiffs, with the exception of Saturnino Vitug, the sum of P500 as damages, and absolved the defendants from the complaint filed by Saturnino Vitug without express finding as to costs.

On June 27, 1913, counsel for Modesta Beltran, and her minor children Ignacio, Jose and Eliodoro, surnamed Guintu, filed a written complaint in the Court of First Instance of Pampanga in which he alleged that his clients were the owners in fee simple of a parcel of mangrove swamp land situated in the barrio of Santa Cruz, municipality of Lubao, Pampanga, containing an area of 71 hectares, the boundaries of which are set forth in the complaint; that on or about the 23d of June, 1913, the defendants unlawfully took possession of and continue to occupy the said land of the plaintiff, cutting nipa thereon, in violation of plaintiffs' rights and causing the latter damages to the extent of P500; and that, unless a preliminary injunction issue against the defendants, enjoining them from continuing to perform such acts, the defendants would suffer great damage and the judgment to be rendered in this case would be useless. The said counsel therefore prayed the court to appoint Saturnino Vitug curator ad litem for the plaintiffs surnamed Vitug who were minors, and that after the filing of a bond, a preliminary injunction issue against the defendants enjoining them from continuing to perform the prejudicial acts mentioned in the complaint, and that, after the necessary legal steps, a final injunction issue enjoining the defendants, their agents, mandataries, or other persons acting in their behalf from performing the acts that gave rise to these proceedings, and that the defendants be ordered, jointly and severally, to pay to the plaintiffs the sum of P500 as damages, and to the payment of the costs.

On July 14, 1913, after the plaintiffs had furnished bond, the court, ex parte, granted a preliminary injunction against the defendants and all their attorneys, mandataries, agents and other persons who might act in their name, enjoining them from cutting the nipa growing on the land described in the complaint.

The defendants, who lived in the same Province of Pampanga, were, on July 16, 1913, cited to appear, and notwithstanding that the written notice of appearance filed by counsel for the defendants was dated August 4, 1913, this notice was not received in the office of the clerk of the Court of First Instance of Pampanga until August 8, 1913, that is, 23 days after the defendants had been summoned. By a writing of August 14, 1913, counsel for the defendants answered the complaint, denying the allegations contained in all its paragraphs and setting up a special defense thereto, but this pleading was not received by the clerk of the court until the 8th of September of the same year. Consequently, on September 6, 1913, on motion by plaintiff, the judge issued an order declaring the defendants in default.

After hearing the case and considering the evidence adduced by the plaintiffs, the court rendered the aforementioned decision, to which the defendants excepted and by a motion in writing asked for a reopening of the case and a new trial. This motion was overruled, the appellants excepted, and, the proper bill of exceptions having been filed, the same was approved and transmitted to the clerk of the Supreme Court.

These proceedings were brought on account of the Seizure by defendants of a considerable amount of nipa planted on a parcel of mangrove swamp land belonging to the plaintiffs, Modesta Beltran and her children, the description and boundaries of which land are given in the complaint. The owners of the land suffered damages through the loss of about 5,000 nipa plants which were taken possession of by defendants and cut by their orders, and which, at a valuation of ten centavos each, amount to a total value of P500.

By a notarial instrument executed and ratified on October 1911 Feliciano de la Rosa, the husband of Rosario Lim, sold outright and in perpetuity a parcel of mangrove swamp land, situated in the barrio of Santa Cruz, pueblo of Lubao, Pampanga, the situation and boundaries of which are set forth in the instrument to Doroteo Guintu and his wife Modesta Beltran, for the sum of P2,000, the vendor transferring to the vendees the dominion, possession and ownership of the said land free of all charge and encumbrance, as shown by the records of the property registry and of the Bureau of Forestry. This instrument was presented in evidence as Exhibit A.

In the document Exhibit B it appears Felieiana Doriano, the widow of the late Francisco de la Rosa, their children Maria de la Rosa (accompanied by her husband, Leonardo Fernandez) and Feliciano de la Rosa, both of legal age, and Eugenio Fernandez, guardian of the minor Ramon de la Rosa, have declared that the said deceased, Francisco de la Rosa, husband and father of the deponents, left at his death property, consisting mostly of mangrove swamp land which has not yet been judicially partitioned; but in the proceedings for the settlement of his estate, pending in the court of that province, there was presented a proposed partition which, up to the 30th of March, 1912, had not yet been approved, and which set forth that there had been awarded to Maria de la Rosa, as her share of the estate, the mangrove swamp land situated in Gumi or Calangain, as specifically described in the deed of sale executed by her on the same date in behalf of Modesta Beltran and ratified before the notary Esteban Victorio. In the same proposed partition there was adjudicated to Feliciano de la Rosa, likewise as a part of his share in the estate, another parcel of mangrove swamp land, the description of which is given in the deed of sale executed in turn by him in behalf of the spouses Doroteo Guintu and Modesta Beltran and ratified on October 6, 1911. The heirs of the deceased De la Rosa agreed to recognize these sales as valid and effective as though the hereditary property had been judicially partitioned and the said lands legally adjudicated to the vendors who alienated them, and they furthermore waived all the rights they might have therein. The said deed was ratified before a notary by the makers of the instrument.

By virtue of the acquisition by the spouses Guintu and Beltran of the land referred to in the notarial instrument Exhibit A, they entered into the possession of the property and took steps to improve it and increase the number of plants in order to secure the greatest benefit therefrom.

By the mere fact of the death of the husband, his children and heirs, together with their mother, by operation of law succeeded him in the dominion, property and possession of the land and its improvements, for, from the moment Doroteo Guintu died, though survived by his widow, the rights to the succession of their deceased father were thereby transmitted to his children, since the latter, as his forced heirs, succeeded him in all his rights and obligations. (Arts. 657 and 661, Civil Code).

If, as it was fully proven, the plaintiffs Modesta Beltran and her children are in lawful possession of the land in question as the owners thereof, we fail to see how the defendants, especially Feliciano de la Rosa, dared to usurp the land which the latter had sold to the plaintiff Beltran and to her deceased husband, as evidenced in an

irrefragable manner by the said deed Exhibit A. The record nowhere indicates any right or title in them by which they took possession of and ordered cut some 5,000 nipa plants, thereby causing the owners of the same losses and damages which, as proved at the trial, amounted to the value of P500.

Apart from the fact that in the instrument Exhibit B the heirs and widow of the deceased Francisco de la Rosa accepted and agreed to the sale of a parcel of land by Maria de la Rosa to Modesta Beltran, and to the sale of the land in the case at bar by Feliciano de la Rosa to the said Beltran and her husband, Doroteo Guintu, as parts of their respective shares of the inheritance, just as though the plan for the proposed partition, presented and submitted for judicial sanction, had been approved, and that they thus waived all rights they might have had over the said sales, it is certain that the defendants have not alleged that one of them, Feliciano de la Rosa, in selling the land in question, disposed of it improperly, as belonging to his other coheirs, and that he had no right to alienate it; on the contrary, the record shows that it was clearly proven that the proposed partition submitted to the court included the land sold by De la Rosa to Modesta Beltran and to her husband, now deceased, as a part of his inheritance, and it does not appear that that sale caused any detriment to his coheirs.

There is no provision of law whatever which prohibits a coheir from selling his share of the estate, or legal portion, to a stranger, before the partition of the hereditary property is approved by the court, for article 1067 of the Civil Code prescribes: "If any of the heirs should sell his hereditary rights to a stranger before the division, all or any of the coheirs may subrogate themselves in the place of the purchaser, reimbursing him for the value of the purchase, provided they do so within the period of a month, to be counted from the time they were informed thereof."

Still more: section 762 of the Code of Civil Procedure contains among others the following provisions: "Such partition may be made although some of the original heirs or devisees have conveyed their shares to other persons; and such shares shall be set to the persons holding the same as they would have been to the heirs or devisees."

In law, the rule governing property held by various co-owners in common is analogous to that which obtains where the estate of a deceased person is held pro indiviso by several co-participants, for, pursuant to article 450 of the Civil Code, "each one of the participants in a thing possessed in common is considered as having exclusively possessed the part which may be allotted to him on the distribution for the entire period during which there is no division."

The provisions of this article appear to be confirmed by that contained in article 1068 of the Civil Code. Feliciano de la Rosa could, therefore, lawfully sell the said land in question as a part of his share of the estate, even before the approval of the proposed partition of the property, which his father, Francisco de la Rosa, left at his death and besides, apart from this, the sale made by him appears to have been expressly recognized by himself and his coheirs as well as by his mother, Feliciano Doriano, in Exhibit B.

As the defendants legally alienated the land by absolute sale to the plaintiffs and received the price thereof, they can never justify the seizure, made with manifest bad faith, of the products of the said land which no longer belongs to them.

For the foregoing reasons, whereby the errors assigned to the judgment appealed from are deemed to have been refuted, and holding the said judgment to be in conformity with law and the merits of the case, we must, as we do hereby, affirm the same, with the costs against the appellant. So ordered.

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

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.