45 Phil. 216

[G.R. No. 20374. October 11, 1923]

IN RE WILL OF DOLORES CORONEL, DECEASED. LORENZO PECSON, APPLICANT AND APPELLEE, VS. AGUSTIN CORONEL ET AL., OPPONENTS AND APPELLANTS.

D E C I S I O N

ROMUALDEZ, J.:

On November 28, 1922, the Court of First Instance of Pampanga probated as the last will and testament of Dolores Coronel, the document Exhibit A, which translated is as follows:

> "*In the name of God, Amen:*
>
> "I, Dolores Coronel, resident of Betis, Guagua, Pampanga, Philippine Islands, in the full exercise of my mental faculties, do hereby make my last will and testament, and revoke all former wills by me executed.
>
> "I direct and order that my body be buried in conformity with my social standing.
>
> "That having no forced heirs, I will all my properties, both movable and immovable, to my nephew, Lorenzo Pecson, who is married to my niece Angela Coronel, in consideration of the good services which he has rendered, and is rendering to me with good will and disinterestedness and to my full satisfaction.
>
> "I name and appoint my aforesaid nephew, Lorenzo Pecson, executor of all that is willed and ordained in this my will, without bond. Should he not be able to discharge his duties as such executor for any reason whatsoever, I name and appoint as substitute executor my grandson Victor Pecson, a native and resident of the town of Betis, without requiring him to give bond.

"All my real and paraphernal property as well as my credits, for I declare that I have no debts, are specified in an inventory.

"In testimony whereof and as I do not know how to write my name, I have requested Vicente J. Francisco to write my name at the foot hereof and on the left margin of each of its sheets before me and all the undersigned witnesses this July 1, 1918.

"VICENTE J. FRANCISCO

"*For the testatrix Dolores Coronel*

"The foregoing document was executed and declared by Dolores Coronel to be her last will and testament in our presence, and as the testatrix does not know how to write her name, she requested Vicente J. Francisco to sign her name under
her express direction in our presence, at the foot, and on the left margin of each and every sheet, hereof. In testimony whereof, each of us signed these presents in the presence of others and of the testatrix at the foot hereof and on the margin of each and everyone of the two sheets of which this document is composed, which are numbered "one" and "two" on the upper part of the face thereof.

(Sgd.) "MAXIMO VERGARA
SOTERO DUMAUAL
MARCOS DE LOS SANTOS
MARIANO L. CRISOSTOMO
PABLO BARTOLOME
MARCOS DE LA CRUZ
DAMIAN CRISOSTOMO

"On the left margin of the two sheets of the will the following signatures also appear:

"*Mariano L. Crisostomo, Vicente J. Francisco* for the testatrix Dolores

> Coronel, *M. Vergara, Pablo Bartolome, Sotero Dumaual, Damian Crisostomo, Marcos de la Cruz, Marcos de los Santos*."

The petitioner for the probate of the will is Lorenzo Pecson, husband of Angela Coronel, who is a niece of the deceased Dolores Coronel.

The opponents are: Eriberto Coronel, Tito Coronel, Julian Gozum, Cirila Santiago, widow of the deceased Macario Gozum, in her own behalf and that of her three minor children, Hilarion Coronel, Geronimo Coronel, Maria Coronel and her husband Eladio Gongco, Juana Bituin, widow of the deceased Hipolito Coronel, in her own behalf and that of her three children, Generosa, Maria, and Jose, all minors, Rosario Coronel, Agustin Coronel, Filomeno Coronel, Casimiro Coronel, Alejo Coronel, Maria Coronel, Severina Coronel, Serapia Coronel, Maria Juana de Ocampo, widow of the deceased Manuel Coronel, Dionisia Coronel, and her husband Pantaleon Gunlao.

The probate of this will is impugned on the following grounds: (*a*) That the proof does not show that the document Exhibit A above copied contains the last will of Dolores Coronel, and (*b*) that the attestation clause is not in accordance with the provisions of section 618 of the Code of Civil Procedure, as amended by Act No. 2645.

These are the two principal questions which are debated in this case and which we will now examine separately.

As to the first, which is the one raised in the first assignment of error, the appellants argue: First, that it was improbable and exceptional that Dolores Coronel should dispose of her estate, as set forth in the document Exhibit A, her true will being that the same be distributed among her blood relatives; and second, that if such will was not expressed in fact, it was due to extraneous illegal influence.

Let us examine the first point.

The opponents contend that it was not, nor could it be, the will of the testatrix, because it is not natural nor usual that she should completely exclude her blood relatives from her vast estate, in order to will the same to

one who is only a relative by affinity, there appearing no sufficient motive for such exclusion, inasmuch as until the death of Dolores Coronel, she maintained very cordial relations with the aforesaid relatives who had helped her in the management and direction of her lands. It appears, however, from the testimony of Attorney Francisco (page 71, transcript of the stenographic notes) that Dolores Coronel revealed to him her suspicion against some of her nephews as having been accomplices in a robbery of which she had been a victim.

As to whether or not Lorenzo Pecson rendered services to Dolores Coronel, the opponents admit that he rendered them at least from the year 1914, although there is proof showing that he rendered such services long before that time.

The appellants emphasize the fact that family ties in this country are very strongly knit and that the exclusion of relative from one's estate is an exceptional case. It is true that the ties of relationship in the Philippines are very strong, but we understand that cases of preterition of relatives from the inheritance are not rare. The liberty to dispose of one's estate by will when there are no forced heirs is rendered sacred by the Civil Code in force in the Philippines since 1889. It is so provided in the first paragraph of article 763 in the following terms:

> "Any person who has no forced heirs may dispose by will of all his property or any part of it in favor of any person qualified to acquire it."

Even ignoring the precedents of this legal precept, the Code embodying it has been in force in the Philippines for more than a quarter of a century, and for this reason it is not tenable to say that the exercise of the liberty thereby granted is necessarily exceptional, where it is not shown that the inhabitants of this country whose customs must have been taken into consideration by the legislator in adopting this legal precept, are averse to such a liberty.

As to the preference given to Lorenzo Pecson, it is not purely arbitrary, nor a caprice or a whim of the moment. The proof adduced by this appellee, although contradicted, shows by a preponderance of evidence that besides the services which the opponents admit had been rendered by him to Dolores Coronel since the

year 1914, he had also rendered services prior to that time and was the administrator and manager of the affairs of said Dolores in the last years of her life. And that this was not a whim of the moment is shown by the fact that six years before the execution of the will in question, said Lorenzo Pecson was named and appointed by Dolores Coronel as her sole heir in the document Exhibit B, which, translated, is as follows:

> "1. That my present property was acquired by me by inheritance from my parents, but a great part thereof was acquired by me by my own efforts and exertions;
>
> "2. That I have made no inventory of my properties, but they can be seen in the title deeds in my possession and in the declarations of ownership;
>
> "3. That I institute Lorenzo Pecson, married to Angela Coronel, and a known resident of the town, my heir to succeed to all my properties;
>
> "4. That I appoint my said heir, Lorenzo Pecson, as executor, and, in his default, Victor Pecson, a resident of the same town;
>
> "5. That as to my burial and other things connected with the eternal rest of my soul, I leave them to the sound discretion of the aforesaid Lorenzo Pecson;
>
> "6. That as I cannot write I requested Martin Pangilinan, a native and resident of this town, to write this will in accordance with my wishes and precise instructions.
>
> "In testimony whereof I had the said Martin Pangilinan write my name and surname, and affixed my mark between my name and surname, and Don Francisco Dumaual, Don Mariano Sunglao, Don Sotero Dumaual, Don Marcos de la Cruz and Don Martin Pangilinan signed as witnesses, they having been present at the beginning of, during, and after, the execution of this my last will.

(Sgd.) “DOLORES
CORONEL

Witnesses:

(Sgd.) “MARIANO SUNGLAO
MARCOS DE
LA CRUZ
FRANCISCO DUMAUAL
SOTERO
DUMAUAL
MARTIN PANGILINAN”

The appellants find in the testament Exhibit B something to support their contention that the intention of Dolores Coronel was to institute the said Pecson not as sole beneficiary, but simply as executor and distributor of all her estate among her heirs, for while Lorenzo Pecson’s contention that he was appointed sole beneficiary is based on tho fact that he enjoyed the confidence of Dolores Coronel in 1918 and administered all her property, he did not exclusively have this confidence and administration in the year 1912. Although such administration and confidence were enjoyed by Pecson always jointly with others and never exclusively, this fact does not show that the will of the testatrix was to appoint Pecson only as executor and distributor of her estate among the heirs, nor does it prevent her, the testatrix, from instituting him in 1912 or 1918 as sole beneficiary; nor does it constitute, lastly, a test for determining whether or not such institution in favor of Pecson was the true will of the testatrix.

We find, therefore, nothing strange in the preterition made by Dolores Coronel of her blood relatives, nor in the designation of Lorenzo Pecson as her sole beneficiary. Furthermore, although the institution of the beneficiary here would not seem the most usual and customary, still this would not be null *per se*.

> “In the absence of any statutory restriction every person possesses absolute dominion over his property, and may bestow it upon whomsoever he pleases

> without
> regard to natural or legal claim upon his bounty. If the testator possesses the requisite capacity to make a will, and the disposition of his property is not affected by fraud or undue influence, the will is not rendered invalid by the fact that it is unnatural, unreasonable, or unjust. Nothing can prevent the testator from making a will as eccentric, as injudicious, or as unjust as caprice, frivolity, or revenge can dictate. However, as has already been shown, the unreasonableness or injustice of a will may be considered on the question of testamentary capacity." (40 Cyc., 1079.)

The testamentary capacity of Dolores Coronel is not disputed in this case.

Passing to the second question, to wit, whether or not the true last will of Dolores Coronel was expressed in the testament Exhibit A, we will begin with expounding how the idea of making the aforesaid will here controverted was borne and carried out.

About the year 1916 or 1917, Dolores Coronel showed the document Exhibit B to Attorney Francisco who was then her legal adviser and who, considering that in order to make the expression of her last will more legally valid, thought it necessary that the testament be prepared in conformity with the laws in force at the time of the death of the testatrix, and observing that the will Exhibit B lacked the extrinsic formalities required by Act No. 2645 enacted after its execution, advised Dolores Coronel that the will be remade. She followed the advice, and Attorney Francisco, after receiving her instructions, drew the will Exhibit A in accordance therewith, and brought it to the house of Dolores Coronel for its execution.

Pablo Bartolome read Exhibit A to Dolores Coronel in her presence and that of the witnesses and asked her whether the will was in accordance with her wishes. Dolores Coronel answered that it was, and requested her attorney, Mr. Francisco, to sign the will for her, which the attorney accordingly did in the presence of the witnesses, who in turn signed it before the testatrix and in the presence of each other.

Upon the filing of the motion for a rehearing on the first order allowing the

probate of the will, the opponents presented an affidavit of Pablo Bartolome to the effect that, following instructions of Lorenzo Pecson, he had informed the testatrix that the contents of the will were that she entrusted Pecson with the distribution of all her property among the relatives of the said Dolores. But during the new trial Pablo Bartolome, in spite of being present in the court room on the day of the trial, was not introduced as a witness, without such an omission having been satisfactorily accounted for.

While it is true that the petitioner was bound to present Pablo Bartolome, being one of the witnesses who signed the will, at the second hearing when the probate was controverted, yet we cannot consider this point against the appellee for this was not raised in any of the assignments of error made by the appellants. (Art. 20, Rules of the Supreme Court.)

On the other hand, it was incumbent upon the opponents to present Pablo Bartolome to prove before the court the statement made by him in his affidavit, since it was their duty to prove what they alleged, which was that Dolores Coronel had not understood the true contents of the will Exhibit A. Having suppressed, without explanation, the testimony of Pablo Bartolome, the presumption is against the opponents and that is, that such a testimony would have been adverse had it been produced at the hearing of the case before the court. (Sec. 334, subsec. 5, Code of Civil Procedure.)

The opponents call our attention to the fourth clause of the document which says: “I name and appoint my aforesaid nephew, Lorenzo Pecson, executor of all that is willed and ordained in this my will, without bond. Should he not be able to discharge his duties as such executor for any reason whatsoever, I name and appoint as a substitute executor my grandson Victor Pecson, resident of the town of Betis, without requiring him to give bond,” and contend that this clause is repugnant to the institution of Lorenzo Pecson as sole beneficiary of all her estate, for if such was the intention of the testatrix, there would have been no necessity of appointing an executor, nor any reason for designating a substitute in case that the first one should not be able to discharge his duties, and they perceived in this clause the idea which, according to them, was not expressed in the document, and which was that Pecson was simply to be a mere executor entrusted with the distribution of the estate among the relatives of the testatrix, and that should he not be able to do so, this duty would devolve upon

his substitute.

But it is not the sole duty of an executor to distribute the estate, which in testate succession, such as the instant case, has to be distributed with the intervention of the court. An executor has, besides, other duties and general and special powers intended for the preservation, defense, and liquidation of the estate so long as the same has not reached, by order of the court, the hands of those entitled thereto.

The fact that Dolores Coronel foresaw the necessity of an executor does not imply a negation of her desire to will all her estate to Lorenzo Pecson. It is to be noted, furthermore, that in the will, it was ordered that her body be given a burial in accordance with her social standing and she had a perfect right to designate a person who should see to it that this order was complied with. One of the functions of an executor is the fulfillment of what is ordained in the will.

It is argued that the will of the testatrix was to will her estate to her blood relatives, for such was the promise made to Maria Coronel, whom Rosario Coronel tends to corroborate. We do not find such a promise to have been sufficiently proven, and much less to have been seriously made and coupled with a positive intention on the part of Dolores Coronel to fulfill the same. In the absence of sufficient proof of fraud, or undue influence, we cannot take such a promise into account, for even if such a promise was in fact made, Dolores Coronel could retract or forget it afterwards and dispose of her estate as she pleased. Wills themselves, which contain more than mere promises, are essentially revocable.

It is said that the true will of Dolores Coronel not expressed in the will can be inferred from the phrase used by Jose M. Reyes in his deposition when speaking of the purpose for which Lorenzo Pecson was to receive the estate, to wit:

> “in order that the latter might dispose of the estate in the most appropriate manner.”

Weight is given to this phrase from the circumstance that its author was requested by Attorney Francisco to explain the contents of Exhibit B and had

acted as interpreter between Dolores Coronel and Attorney Francisco at their interviews previous to the preparation of Exhibit A, and had translated into the Pampango dialect this last document, and, lastly, was present at the execution of the will in question.

The disputed phrase "in order that the latter might dispose of the estate in the most appropriate manner" was used by the witness Reyes while sick in a hospital and testifying in the course of the taking of his deposition.

The appellants interpret the expression "dispose in the most appropriate manner" as meaning to say "distribute it among the heirs." Limiting ourselves to its meaning, the expression is a broad one, for the disposition may be effected in several and various ways, which may not necessarily be a "distribution among the heirs," and still be a "disposition in the most appropriate manner." "To dispose" is not the same as "to distribute."

To judge correctly the import of this phrase, the circumstances under which it was used must be taken into account in this particular instance. The witness Reyes, the author of the phrase, was not expressing his own original ideas when he used it, but was translating into Spanish what Dolores Coronel had told him. According to the facts, the said witness is not a Spaniard, that is to say, the Spanish language is not his native tongue, but, perhaps, the Pampango dialect. It is an admitted fact based on reason and experience that when a person translates from one language to another, it is easier for him to express with precision and accuracy when the version is from a foreign language to a native one than vice-versa. The witness Reyes translated from the Pampango dialect, which must be more familiar to him, to the Spanish language which is not his own tongue. And judging from the language used by him during his testimony in this case, it cannot be said that this witness masters the Spanish language. Thus is explained the fact that when asked to give the reason for the appointment of an executor in the will, he should say at the morning session that "*Dolores Coronel did appoint Don Lorenzo Pecson and in his default, Victor Pecson, to act during her lifetime, but not after her death,*" which was explained at the afternoon session by saying "*that Dolores Coronel did appoint Don Lorenzo Pecson executor of all her estate during his lifetime and that in his default, either through death or incapacity, Mr. Victor Pecson was appointed executor.*" Taking into account all the circumstances of this witness, there

is ground to attribute his inaccuracy as to the discharge of the duties of an executor, not to ignorance of the elementary rule of law on the matter, for the practice of which he was qualified, but to a non-mastery of the Spanish language. We find in this detail of translation made by the witness Reyes no sufficient reason to believe that the will expressed by Dolores Coronel at the said interview with Attorney Francisco was to appoint Lorenzo Pecson executor and mere distributor of her estate among her heirs.

As to whether or not the burden of proof was on the petitioner to establish that he was the sole legatee to the exclusion of the relatives of Dolores Coronel, we understand that it was not his duty to show the reasons which the testatrix may have had for excluding her relatives from her estate, giving preference to him. His duty was to prove that the will was voluntary and authentic and he, who alleges that the estate was willed to another, has the burden of proving his allegation.

Attorney Francisco is charged with having employed improper means for making Lorenzo Pecson appear in the will as sole beneficiary. However, after an examination of all the proceedings had, we cannot find anything in the behavior of this lawyer, relative to the preparation and execution of the will, that would justify an unfavorable conclusion as to his personal and professional conduct, nor that he should harbor any wrongful or fraudulent purpose.

We find nothing censurable in his conduct in advising Dolores Coronel to make a new will other than the last one, Exhibit B (in the drawing of which he does not appear to have intervened), so that the instrument might be executed with all the new formalities required by the laws then in force; nor in the preparation of the new will substantially in accordance with the old one; nor in the selection of attesting witnesses who were persons other than the relatives of Dolores Coronel. Knowing, as he did, that Dolores Coronel was excluding her blood relatives from the inheritance, in spite of her having been asked by him whether their exclusion was due to a mere inadvertence, there is a satisfactory explanation, compatible with honorable conduct, why said attorney should prescind from such relatives in the attesting of the will, to the end that no obstacle be placed in the way to the probating thereof.

The fact that this attorney should presume that Dolores was to ask him to

sign the will for her and that he should prepare it containing this detail is not in itself fraudulent. There was in this case reason so to presume, and it appears that he asked her, through Pablo Bartolome, whom she wanted to sign the document in her stead.

No imputation can be made to this attorney of any interest in favoring Lorenzo Pecson in the will, because the latter was already his client at the execution of said will. Attorney Francisco denied this fact, which we cannot consider proven after examining the evidence.

The conduct observed by this attorney after the death of Dolores Coronel in connection with the attempted arrangement between Lorenzo Pecson and the opponents, does not, in our opinion, constitute any data leading to the conclusion that an heir different from the true one intended by the testatrix should have been fraudulently made to appear instituted in the will Exhibit A. His attitude towards the opponents, as can be gathered from the proceedings and especially from his letter Exhibit D, does not show any perverse or fraudulent intent, but rather a conciliatory purpose. It is said that such a step was well calculated to prevent every possible opposition to the probate of the will. Even admitting that one of his objects in entering into such negotiations was to avoid every possible opposition to the probate of the will, such object is not incompatible with good faith, nor does it necessarily justify the inference that the heir instituted in the instrument was not the one whom the testatrix wanted appointed.

The appellants find rather suspicious the interest shown by the said attorney in trying to persuade Lorenzo Pecson to give them some share of the estate. These negotiations were not carried out by the attorney out of his own initiative, but at the instance of the same opponent, Agustin Coronel, made by the latter in his own behalf and that of his coopponents.

As to Lorenzo Pecson, we do not find in the record sufficient proof to believe that he should have tried, through fraud or any undue influence, to frustrate the alleged intention of the testatrix to leave her estate to her blood relatives. The opponents insinuate that Lorenzo Pecson employed Attorney Francisco to carry out his reproachable designs, but such depraved instrumentality was not proven, nor was it shown that said lawyer, or Lorenzo

Pecson, should have contrived or put into execution any condemnable plan, nor that both should have conspired for illegal purposes at the time of the preparation and execution of the will Exhibit A.

Although Norberto Paras testified having heard, when the will was being read to Dolores Coronel, the provision whereby the estate was ordered distributed among the heirs, the preponderance of the evidence is to the effect that said Norberto Paras was not present at such reading of the will. Appellants do not insist on the probative force of the testimony of this witness, and do not oppose its being stricken out.

The data furnished by the case do not show, to our mind, that Dolores Coronel should have had the intention of giving her estate to her blood relatives instead of to Lorenzo Pecson at the time of the execution of the will Exhibit A, nor that fraud or whatever other illegal cause or undue influence should have intervened in the execution of said testament. Neither fraud nor evil is presumed and the record does not show either.

Turning to the second assignment of error, which is made to consist in the will having been probated in spite of the fact that the attestation clause was not in conformity with the provision of section 618 of the Code of Civil Procedure, as amended by Act No. 2645, let us examine the tenor of such clause which literally is as follows:

> "The foregoing document was executed and declared by Dolores Coronel to be her last will and testament in our presence, and as the testatrix does not know how to write her name, she requested Vicente J. Francisco to sign her name under
> her express direction in our presence at the foot and on the left margin of each and every sheet hereof. In testimony whereof, each of us signed these presents in the presence of others and of the testatrix at the foot hereof and on the margin of each and everyone of the two pages of which this document is composed.
> These sheets are numbered correlatively with the words "one" and "two" on the upper part of the face thereof.
>
> (Sgd.) "Maximo Vergara, Sotero Dumaual, Marcos de los Santos, Mariano L.

> Crisostomo, Pablo Bartolome, Marcos de la Cruz, Damian Crisostomo."

Appellants remark that it is not stated in this clause that the will was signed by the witnesses in the presence of the testatrix and *of each other*, as required by section 618 of the Code of Civil Procedure, as amended, which on this particular point provides the following:

> "The attestation shall state the number of sheets or pages used, upon which the will is written, and the fact that the testator signed the will and every page thereof, or caused some other person to write his name, under his express direction, in the presence of three witnesses, and the latter witnessed and signed the will and all pages thereof in the presence of the testator and of each other."

Stress is laid on the phrase used in the attestation clause above copied, to wit:

"*each of us signed in the presence of others.*"

Two interpretations can absolutely be given here to the expression "*of others.*" One, that insinuated by the appellants, namely, that it is equivalent to "*of other persons,*" and the other, that contended by the appellee, to wit, that the phrase should be held to mean "*of the others,*" the article "*the*" having inadvertently been omitted.

Should the first interpretation prevail and "*other persons*" be taken to mean persons different from the attesting witnesses, then one of the solemnities required by law would be lacking. Should the second be adopted and "*of others*" construed as meaning the other witnesses to the will, then the law would have been complied with in this respect.

Including the concomitant words, the controverted phrase results thus: "*each of us signed these presents in the presence of others and of the testatrix.*"

If we should omit the words "*of others and,*" the expression would be reduced to "*each of us signed these presents in the presence of the testatrix,*" and the statement that the witnesses signed each in the presence of the others would be lacking. But as a matter of fact, these words "*of others and*" are present. Then, what for are they there? Is it to say that the witnesses signed in the presence of other persons foreign to the execution of the will, which is completely useless and to no purpose in the case, or was it for some useful, rational, necessary object, such as that of making it appear that the witnesses signed the will each in the presence of the others? The first theory presupposes that the one who drew the will, who is Attorney Francisco, was an unreasonable man, which is an inadmissible hypothesis, being repugnant to the facts shown by the record. The second theory is the most obvious, logical and reasonable under the circumstances. It is true that the expression proved to be deficient. The deficiency may have been caused by the drawer of the will or by the typist. If by the typist, then it must be presumed to have been merely accidental. If by the drawer, it is explainable taking into account that Spanish is not only not the native language of the Filipinos, who, in general, still speak until nowadays their own dialects, but also that such a language is not even the only official language since several years ago.

In *Re* will of Abangan (40 Phil., 476), this court said:

> "The object of the solemnities surrounding the execution of wills is to close the door against bad faith and fraud, to avoid substitution of wills and testaments and to guarantee their truth and authenticity. Therefore the laws on this subject should be interpreted in such a way as to attain these primordial ends. But, on the other hand, also one must not lose sight of the fact that it is not the object of the law to restrain and curtail the exercise of the right to make a will. So when an interpretation already given assures such ends, any other interpretation whatsoever, that adds nothing but demands more requisites entirely unnecessary, useless and frustrative of the testator's last will, must be disregarded."

We believe it to be more reasonable to construe the disputed phrase "*of others*" as meaning "*of the other witnesses,*" and that a grammatical

or clerical error was committed consisting in the omission of the article "*the*."

Grammatical or clerical errors are not usually considered of vital importance when the intention is manifest in the will.

> "The court may correct clerical mistakes in writing, and disregard technical rules of grammar as to the construction of the language of the will when itr becomes necessary for it to do so in order to effectuate the testator's manifest intention as ascertained from the context of the will. But unless a different construction is so required the ordinary rules of grammar should be adhered to in construing the will." (40 Cyc., 1404).

And we understand that in the present case the interpretation we adopt is imperative, being the most adequate and reasonable.

The case of In the matter of the estate of Geronima Uy Goque (43 Phil., 405), decided by this court and invoked by the appellants, refers, so far as pertinent to the point herein at issue, to an attestation clause wherein the statement that the witnesses signed the will in the presence of each other is totally absent. In the case at bar, there is the expression "*in the presence of others*" whose reasonable interpretation is, as we have said, "*in the presence of the other witnesses.*" We do not find any parity between the present case and that of Re estate of Geronima Uy Coque above cited.

Finally, we will take up the question submitted by the opponents as to the alleged insufficiency of the evidence to show that the attesting witnesses Damian Crisostomo and Sotero Dumaual were present at the execution of the will in controversy. Although this point is raised in the first assignment of error made by the appellants, and not in the second, it is discussed in this place, because it refers to the very fact of attestation. However, we do not believe it necessary to analyze in detail the evidence of both parties on this particular point. The evidence leads us to the conclusion that the two witnesses aforementioned were present at the execution and signing of the will. Such is also the conclusion of the trial judge who, in this respect, states the following, in his decision:

> "As to the question of whether or not the testatrix and the witnesses signed the document Exhibit A in accordance with the provisions of law on the matter, that is, whether or not the testatrix signed the will, or caused it to be signed, in the presence of the witnesses, and the latter in turn signed in her presence and that of each other, the court, after observing the demeanor of the witnesses for both parties, *is of the opinion that those for the petitioner spoke the truth.* It is neither probable nor likely that a man versed in the law, such as Attorney Francisco, who was present at the execution of the will in question, and to whose conscientiousness in the matter of compliance with all the extrinsic formalities of the execution of a will, and to nothing else, was due the fact that the testatrix had canceled her former will (Exhibit B) and had a new one (Exhibit A) prepared and executed, should have consented the omission
> of a formality compliance with which would have required little or no effort; namely, that of seeing to it that the testatrix and the attesting witnesses were all present when their respective signatures were affixed to the will." And the record does not furnish us sufficient ground for deviating from the line of reasoning and findings of the trial judge.

In conclusion we hold that the assignments of error made by the appellants are not supported by the evidence of record.

The judgment appealed from is affirmed with costs against the appellants. So ordered.

Araullo, C.J., Johnson, Street, Malcolm, Avanceña, Villamor, and *Johns, JJ.,* concur.

Date created: June 09, 2014