

44 Phil. 619

[G.R. No. 19630. March 13, 1923]

SERAPIO TABAR, URBANA TABAR, AND TIMOTEO ROMERO, PLAINTIFFS AND APPELLEES, VS. FELICIANO BECADA AND PLACIDA ENDAB, DEFENDANTS AND APPELLANTS.

D E C I S I O N

MALCOLM, J.:

Feliciano Becada and his wife Placida Endab were, on or about the year 1901, residents of the municipality of Dumanjug, Province of Cebu. Serapio Tabar and his wife were tenants of Mr. and Mrs. Becada.

On the birth of a female child to Mrs. Tabar Mr. and Mrs. Becada acted as godparents. When the child, named Urbana, was about one year of age, she was taken into the home of Mr. and Mrs. Becada. This situation continued until about 1910. During all this time, Tabar and his wife performed none of the usual duties expected of a father and mother, while, on the other hand, Becada and his wife looked after the welfare of the little girl.

In 1910, Tabar and his wife removed from the municipality of Dumanjug to the municipality of Moalboal, because of the presence of certain enemies who were disgusted over the murder committed by the brother of Tabar. The child Urbana was left with Mr. and Mrs. Becada.

About two years later, that is, in 1912, Tabar returned to Dumanjug on a visit. Tabar then requested that his daughter live with him. Possibly the reason for his sudden interest in the welfare of the girl was because she was then of age to receive money for her services, and possibly, also, because of the custom which requires *bugay* on the marriage of a young lady in that locality. At any rate, the old people were willing to sign a document prepared by their administrator, Pio Samson, which, in effect, stated that if the girl Urbana

Tabar was allowed to live with them, should she marry or leave them, or if they should die, she should receive one-half of their property.

This document prepared in the Visayan dialect, reads in translation as follows:

“We, Feliciano Becada and Placida Endab, of age, with cedula No. 938905, residents of the municipality of Dumanjug, Cebu, Philippine Islands;

“Both of us, husband and wife, appear before Serapio Tabar to entreat him to permit his daughter Urbana Tabar to live with us in our house; furthermore, considering that she is our goddaughter, we shall, in the days to come, compensate her for her services in the manner following:

“If Urbana grows up and marries while living with us, we shall give her one-half of our property, which shall be compensation for her services, and should she then leave us or is taken by her husband, we shall deliver to her the said one-half of our property.

“And should we die before, our heirs shall not inherit one-half of our property, because we have already granted the said half of our property to Urbana Tabar, and because we do not know how to write, we have only written a cross in the middle of our name which serves as our signature, and the witnesses Pio Samson and Claudio Tacoloy are present.

“Dumanjug, June 16, 1912.

his

“FELICIANO X
BECADA.

mark

her

“PLACIDA X
ENDAB.

mark

“By PIO SAMSON, *General Administrator*.

“CLAUDIO TACOLOY,

“*Witnesses.*”

In 1916, a young man, Timoteo Romero, came courting Urbana Tabar. He asked permission for the hand of the girl not from her parents but from Mr. and Mrs. Becada. The *bugay* was offered by the suitor to Mr. and Mrs. Becada, who accepted the same. The marriage was performed without the father of the bride being present, her mother having died in the meantime.

Urbana Tabar and her husband Timoteo Romero lived with Mr. and Mrs. Becada for about two years. The experiment, however, as in other instances, failed, and they left the premises in 1918.

Thereafter, action was begun in the Court of First Instance of Cebu by Serapio Tabar, Urbana Tabar, and Timoteo Romero, to secure a judgment validating the document in question, and to obtain one-half of the property of Mr. and Mrs. Becada, which amounted to a considerable sum. The answer of Mr. and Mrs. Becada and their proof at the trial raised the principal issue of whether or not the document Exhibit A had ever in fact been made. The trial judge failed to find that the document was a fictitious one, and so gave it effect. The judgment of Judge Wislizenus of the Court of First Instance was practically in the terms of the prayer of the complaint.

The statement we have made serves to settle the disputed question of fact. The testimony of various witnesses, including Pio Samson, who drafted the instrument, Claudio Tacoloy, who signed as a witness, and the justice of the peace of Dumanjug, Cebu, Vicente Segovia, all bear out the finding of the trial court.

The document Exhibit A is in the nature of a contract. More accurately speaking, it is a donation *con causa onerosa*, which means that it is governed by the provisions of the Civil Code relating to contracts. There is no obstacle in the provisions of article 1257 of the Civil Code, as argued by the appellants, because all the acts of Urbana Tabar lead one to conclude that she accepted the stipulations of the contract. (*See Civil Code, arts. 621, 622, etc.; Carlos vs. Ramil [1911], 20 Phil., 183; Manalo vs. De Mesa [1915], 29 Phil., 495.*)

While the case presents a somewhat unusual situation, we find no legal reason for not giving effect to the contract.

Judgment is affirmed, with costs against the appellants. So ordered.

Araullo, C.J., Street, Avanceña, Ostrand, Johns, and Romualdez, JJ., concur.

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