ALVAREZ vs. IAC - May 7, 1990

FACTS: Aniceto Yanes owned 2 parcels of land Lot 773-A and Lot 773-B.

Aniceto Yanes was survived by his children, Rufino, Felipe and Teodora. Herein private respondents, Estelita, Iluminado and Jesus, are the children of Rufino who died in 1962 while the other private respondents, Antonio and Rosario Yanes, are children of Felipe. Teodora was survived by her child, Jovita (Jovito) Albib.

It is established that Rufino and his children left the province to settle in other places as a result of the outbreak of World War II. According to Estelita, from the "Japanese time up to peace time", they did not visit the parcels of land in question but "after liberation", when her brother went there to get their share of the sugar produced therein, he was informed that Fortunato Santiago, Fuentebella (Puentevella) and Alvarez were in possession of Lot 773.

After Fuentebella's death, Arsenia Vda. de Fuentebella sold said lots for P6,000.00 to Rosendo Alvarez. On May 26, 1960, Teodora Yanes and the children of her brother Rufino filed a complaint against Fortunato Santiago, Arsenia Vda. de Fuentebella, Alvarez and the Register of Deeds of Negros Occidental for the "return" of the ownership and possession of Lots 773 and 823.

During the pendency of said case, Alvarez sold the Lots for P25,000.00 to Dr. Rodolfo Siason. CFI rendered judgment ordering defendant Rosendo Alvarez to reconvey to plaintiffs the lots.

ISSUE: W/N the liability of Rosendo Alvarez arising from the sale of Lots Nos. 773-A and 773-B could be legally passed or transmitted by operation of law to the petitioners without violation of law and due process.

RULING: The doctrine obtaining in this jurisdiction is on the general transmissibility of the rights and obligations of the deceased to his legitimate children and heirs.

The binding effect of contracts upon the heirs of the deceased party is not altered by the provision of our Rules of Court that money debts of a deceased must be liquidated and paid from his estate before the residue is distributed among said heirs (Rule 89). The reason is that whatever payment is thus made from the estate is ultimately a payment by the heirs or distributees, since the amount of the paid claim in fact diminishes or reduces the shares that the heirs would have been entitled to receive.

"Under our law, therefore, the general rule is that a party's contractual rights and obligations are transmissible to the successors. The rule is a consequence of the progressive 'depersonalization' of patrimonial rights and duties.

Roman concept of a relation from person to person, the obligation has evolved into a relation from patrimony to patrimony, with the persons occupying only a representative position, barring those rare cases where the obligation is strictly personal, in consideration of its performance by a specific person and by no other. . . ."

Petitioners being the heirs of the late Rosendo Alvarez, they cannot escape the legal consequences of their father's transaction, which gave rise to the present claim for damages.

ESTATE OF K. H. HEMADY, deceased, vs. LUZON SURETY CO., INC., claimant-Appellant. [GR L-8437. Nov. 28, 1956.] J. REYES en banc

FACTS: Luzon Surety Co. filed a claim against the Estate based on 20 different indemnity agreements, or counter bonds, each subscribed by a distinct principal and by the deceased K. H. Hemady, a surety solidary guarantor.

Luzon Surety Co., prayed for allowance, as a contingent claim, of the value of the 20 bonds it executed in consideration of the counterbonds, and asked for judgment for the unpaid premiums and documentary stamps affixed to the bonds, with 12 % interest thereon. CFI dismissed the claims of Luzon Surety Co., on failure to state the cause of action.

ISSUE: What obligations are transmissible upon the death of the decedent? Are contingent claims chargeable against the estate?

RULING: Under the present Civil Code (Art. 1311), "Contracts take effect only as between the parties, their assigns and heirs, except in the case where the rights and obligations arising from the contract are not transmissible by their nature, or by stipulation or by provision of law."

While in our successional system the responsibility of the heirs for the debts of their decedent cannot exceed the value of the inheritance they receive from him, the principle remains intact that these heirs succeed not only to the rights of the deceased but also to his obligations. Articles 774 & 776,NCC, provides, thereby confirming Art. 1311.

> *"ART. 774. — Succession is a mode of acquisition by virtue of which the property, rights and obligations to the extent of the value of the inheritance, of a person are transmitted through his death to another or others either by his will or by operation of law."*
>
> *"ART. 776. — The inheritance includes all the property, rights and obligations of a person which are not extinguished by his death."*

The binding effect of contracts upon the heirs of the deceased party is not altered by the provision in our Rules of Court that money debts of a deceased must be liquidated and paid from his estate before the residue is distributed among said heirs (Rule 89). The reason is that whatever payment is made from the estate is ultimately a payment by the heirs and distributees, since the amount of the paid claim in fact diminishes or reduces the shares that the heirs would have been entitled to receive.

The general rule is that a party's contractual rights and obligations are transmissible to the successors. The rule is a consequence of the progressive "depersonalization" of patrimonial rights and duties. Of the 3 exceptions fixed by Art 1311, the nature of obligation of the surety or guarantor does not warrant the conclusion that his peculiar individual qualities are contemplated as a principal inducement for the contract.

Creditor Luzon Surety Co. expects from Hemady when it accepted the latter as surety in the counterbonds was the reimbursement of the moneys that the Luzon Surety Co. might have to disburse on account of the obligations of the principal debtors. This reimbursement is a payment of a sum of money, resulting from an obligation to give; and to the Luzon Surety Co., it was indifferent that the reimbursement should be made by Hemady himself or by some one else in his behalf, so long as the money was paid to it.

The 2nd exception of Art. 1311, is intransmissibility by stipulation of the parties. Being exceptional and contrary to the general rule, this intransmissibility should not be easily implied, but must be expressly established, or at the very least, clearly inferable from the provisions of the contract itself, and the text of the agreements sued upon nowhere indicate that they are non-transferable. rd

The 3rd exception to the transmissibility of obligations under Art. 1311 exists when they are "not transmissible by operation of law". The provision makes reference to those cases where the law expresses that the rights or obligations are extinguished by death: legal support, parental authority, usufruct, contracts for a piece of work, partnership & agency. By contract, the articles of the Civil Code that regulate guaranty or suretyship (Art 2047 to 2084) contain no provision that the guaranty is extinguished upon the death of the guarantor or the surety.

The contracts of suretyship entered into by Hemady in favor of Luzon Surety Co. not being rendered intransmissible due to the nature of the undertaking, nor by the stipulations of the contracts themselves, nor by provision of law, his eventual liability thereunder necessarily passed upon his death to his heirs. The contracts give rise to contingent claims provable against his estate under sec. 5, Rule 87. "The most common example of the contigent claim is that which arises when a person is bound as surety or guarantor for a principal who is insolvent or dead. Under the ordinary contract of suretyship the surety has no claim whatever against his principal until he himself pays something by way of satisfaction upon the obligation which is secured. When he does this, there instantly arises in favor of the surety the right to compel the principal to exonerate the surety. But until the surety has contributed something to the payment of the debt, or has performed the secured obligation in whole or in part, he has no right of action against anybody — no claim that could be reduced to judgment.

Our conclusion is that the solidary guarantor's liability is not extinguished by his death, and that in such event, the Luzon Surety Co., had the right to file against the estate a contingent claim for reimbursement. Wherefore, the order appealed from is reversed, and the records are ordered remanded to the court of origin. Costs against the Administratrix- Appellee.

Union Bank v. Santibanez, 452 SCRA 228 | Abu

FACTS: On May 31, 1980, the First Countryside Credit Corporation (FCCC) and Efraim Santibañez entered into a loan agreement in the amount of P128,000.00.

The amount was intended for the payment of one (1) unit Ford 6600 Agricultural Tractor. In view thereof, Efraim and his son, Edmund, executed a promissory note in favor of the FCCC, the principal sum payable in five equal annual amortizations.

On Dec. 1980, FCCC and Efraim entered into another loan agreement for the payment of another unit of Ford 6600 and one unit of a Rotamotor. Again, Efraim and Edmund executed a promissory note and a Continuing Guaranty Agreement for the later loan. In 1981, Efraim died, leaving a holographic will. Testate proceedings commenced before the RTC of Iloilo City. Edmund was appointed as the special administrator of the estate. During the pendency of the testate proceedings, the surviving heirs, Edmund and his sister Florence, executed a Joint Agreement, wherein they agreed to divide between themselves and take possession of the three (3) tractors: (2) tractors for Edmund and (1) for Florence. Each of them was to assume the indebtedness of their late father to FCCC, corresponding to the tractor respectively taken by them. In the meantime, a Deed of Assignment with Assumption of Liabilities was executed by and between FCCC and Union Bank, wherein the FCCC assigned all its assets and liabilities to Union Bank.

Demand letters were sent by Union Bank to Edmund, but the latter refused to pay. Thus, on February 5, 1988, Union Bank filed a Complaint for sum of money against the heirs of Efraim Santibañez, Edmund and Florence, before the RTC of Makati City. Summonses were issued against both, but the one intended for Edmund was not served since he was in the United States and there was no information on his address or the date of his return to the Philippines. Florence filed her Answer and alleged that the loan documents did not bind her since she was not a party thereto. Considering that the joint agreement signed by her and her brother Edmund was not approved by the probate court, it was null and void; hence, she was not liable to Union Bank under the joint agreement.

Union Bank asserts that the obligation of the deceased had passed to his legitimate heirs (Edmund and Florence) as provided in Article 774 of the Civil Code; and that the unconditional signing of the joint agreement estopped Florence, and that she cannot deny her liability under the said document.

In her comment to the petition, Florence maintains that Union Bank is trying to recover a sum of money from the deceased Efraim Santibañez; thus the claim should have been filed with the probate court. She points out that at the time of the execution of the joint agreement there was already an existing probate proceedings. She asserts that even if the agreement was voluntarily executed by her and her brother Edmund, it should still have been subjected to the approval of the court as it may prejudice the estate, the heirs or third parties.

ISSUE: W/N the claim of Union Bank should have been filed with the probate court before which the testate estate of the late Efraim Santibañez was pending. W/N the agreement between Edmund and Florence (which was in effect, a partition of hte estate) was void considering that it had not been approved by the probate court. W/N there can be a valid partition among the heirs before the will is probated.

HELD: Well-settled is the rule that a probate court has the jurisdiction to determine all the properties of the deceased, to determine whether they should or should not be included in the inventory or list of properties to be administered. The said court is primarily concerned with the administration, liquidation and distribution of the estate.

In our jurisdiction, the rule is that there can be no valid partition among the heirs until after the will has been probated. In the present case, Efraim left a holographic will which contained the provision which reads as follows:

> *(e) All other properties, real or personal, which I own and may be discovered later after my demise, shall be distributed in the proportion indicated in the immediately preceding paragraph in favor of Edmund and Florence, my children.*

The above-quoted is an all-encompassing provision embracing all the properties left by the decedent which might have escaped his mind at that time he was making his will, and other properties he may acquire thereafter. Included therein are the three (3) subject tractors. This being so, any partition involving the said tractors among the heirs is not valid. The joint agreement executed by Edmund and Florence, partitioning the tractors among themselves, is invalid, specially so since at the time of its execution, there was already a pending proceeding for the probate of their late father's holographic will covering the said tractors.

The Court notes that the loan was contracted by the decedent. The bank, purportedly a creditor of the late Efraim Santibañez, should have thus filed its money claim with the probate court in accordance with Section 5, Rule 86 of the Revised Rules of Court.

The filing of a money claim against the decedent's estate in the probate court is mandatory. This requirement is for the purpose of protecting the estate of the deceased by informing the executor or administrator of the claims against it, thus enabling him to examine each claim and to determine whether it is a proper one which should be allowed. The plain and obvious design of the rule is the speedy settlement of the affairs of the deceased and the early delivery of the property to the distributees, legatees, or heirs.

Perusing the records of the case, nothing therein could hold Florence accountable for any liability incurred by her late father. The documentary evidence presented, particularly the promissory notes and the continuing guaranty agreement, were executed and signed only by the late Efraim Santibañez and his son Edmund. As the petitioner failed to file its money claim with the probate court, at most, it may only go after Edmund as co-maker of the decedent under the said promissory notes and continuing guaranty.

Uson v. Del Rosario, 92:530| Andres

FACTS: This is an action for recovery of the ownership and possession of five (5) parcels of land in Pangasinan, filed by Maria Uson against Maria del Rosario and her four illegit children.

Maria Uson was the lawful wife of Faustino Nebreda who upon his death in 1945 left the lands involved in this litigation. Faustino Nebreda left no other heir except his widow Maria Uson. However, plaintiff claims that when Faustino Nebreda died in 1945, his common-law wife Maria del Rosario took possession illegally of said lands thus depriving her of their possession and enjoyment.

Defendants in their answer set up as special defense that Uson and her husband, executed a public document whereby they agreed to separate as husband and wife and, in consideration of which Uson was given a parcel of land and in return she renounced her right to inherit any other property that may be left by her husband upon his death. CFI found for Uson. Defendants appealed.

ISSUE:

1. W/N Uson has a right over the lands from the moment of death of her husband.
2. W/N the illegit children of deceased and his common-law wife have successional rights.

HELD:

1. Yes. There is no dispute that Maria Uson, is the lawful wife of Faustino Nebreda, former owner of the five parcels of lands litigated in the present case.

There is likewise no dispute that Maria del Rosario, was merely a common-law wife with whom she had four illegitimate children with the deceased. It likewise appears that Faustino Nebreda died in 1945 much prior to the effectivity of the new Civil Code. With this background, it is evident that when Faustino Nebreda died in 1945 the five parcels of land he was seized of at the time passed from the moment of his death to his only heir, his widow Maria Uson (Art 777 NCC).

As this Court aptly said, *"The property belongs to the heirs at the moment of the death of the ancestor as completely as if the ancestor had executed and delivered to them a deed for the same before his death".* From that moment, therefore, the rights of inheritance of Maria Uson over the lands in question became vested.

The claim of the defendants that Maria Uson had relinquished her right over the lands in question because she expressly renounced to inherit any future property that her husband may acquire and leave upon his death in the deed of separation, cannot be entertained for the simple reason that future inheritance cannot be the subject of a contract nor can it be renounced.

2. No. The provisions of the NCC shall be given retroactive effect even though the event which gave rise to them may have occurred under the prior legislation only if no vested rights are impaired.

Hence, since the right of ownership of Maria Uson over the lands in question became vested in 1945 upon the death of her late husband, the new right recognized by the new Civil Code in favor of the illegitimate children of the deceased cannot, therefore, be asserted to the impairment of the vested right of Maria Uson over the lands in dispute.

Borja v. Borja, 46 SCRA 577 | Ang

FACTS: Francisco de Borja filed a petition for probate of the will of his wife who died, Josefa Tangco, with the CFI of Rizal.

He was appointed executor and administrator, until he died; his son Jose became the sole administrator. Francisco had taken a 2nd wife Tasiana before he died; she instituted testate proceedings with the CFI of Nueva Ecija upon his death and was appointed special administatrix.

Jose and Tasiana entered upon a compromise agreement, but Tasiana opposed the approval of the compromise agreement.

She argues that it was no valid, because the heirs cannot enter into such kind of agreement without first probating the will of Francisco, and at the time the agreement was made, the will was still being probated with the CFI of Nueva Ecija.

ISSUE: W/N the compromise agreement is valid, even if the will of Francisco has not yet been probated.

HELD: YES, the compromise agreement is valid.

The agreement stipulated that Tasiana will receive P800,000 as full payment for her hereditary share in the estate of Francisco and Josefa.

There was here no attempt to settle or distribute the estate of Francisco de Borja among the heirs thereto before the probate of his will. The clear object of the contract was merely the conveyance by Tasiana Ongsingco of any and all her individual share and interest, actual or eventual, in the estate of Francisco de Borja and Josefa Tangco. There is no stipulation as to any other claimant, creditor or legatee.

And as a hereditary share in a decedent's estate is transmitted or vested immediately from the moment of the death of such causante or predecessor in interest (Civil Code of the Philippines, Art. 777)there is no legal bar to a successor (with requisite contracting capacity) disposing of her or his hereditary share immediately after such death, even if the actual extent of such share is not determined until the subsequent liquidation of the estate.

Bonilla v. Barcena, 71 SCRA 491 | Angliongto

FACTS: On March 31, 1975 Fortunata Barcena, mother of minors Rosalio Bonilla and Salvacion Bonilla and wife of Ponciano Bonilla, instituted a civil action in the CFI of Abra, to quiet title over certain parcels of land located in Abra.

The defendants filed a motion to dismiss the complaint on the ground that Fortunata Barcena is dead and, therefore, has no legal capacity to sue. In the hearing for the motion to dismiss, counsel for the plaintiff confirmed the death of Fortunata Barcena, and asked for substitution by her minor children and her husband; but the court after the hearing immediately dismissed the case on the ground that a dead person cannot be a real party in interest and has no legal personality to sue.

ISSUE: W/N the CFI erred in dismissing the complaint.

HELD: While it is true that a person who is dead cannot sue in court, yet he can be substituted by his heirs in pursuing the case up to its completion.

The records of this case show that the death of Fortunata Barcena took place on July 9, 1975 while the complaint was filed on March 31, 1975. This means that when the complaint was filed on March 31, 1975, Fortunata Barcena was still alive, and therefore, the court had acquired jurisdiction over her person.

Under Section 16, Rule 3 of the Rules of Court *"whenever a party to a pending case dies ... it shall be the duty of his attorney to inform the court promptly of such death ... and to give the name and residence of his executor, administrator, guardian or other legal representatives."* This duty was complied with by the counsel for the deceased plaintiff when he manifested before the respondent Court that Fortunata Barcena died on July 9, 1975 and asked for the proper substitution of parties in the case.

The respondent Court, however, instead of allowing the substitution, dismissed the complaint on the ground that a dead person has no legal personality to sue.

This is a grave error. Article 777 of the Civil Code provides "that the rights to the succession are transmitted from the moment of the death of the decedent."

From the moment of the death of the decedent, the heirs become the absolute owners of his property, subject to the rights and obligations of the decedent, and they cannot be deprived of their rights thereto except by the methods provided for by law. The moment of death is the determining factor when the heirs acquire a definite right to the inheritance whether such right be pure or contingent. The right of the heirs to the property of the deceased vests in them even before judicial declaration of their being heirs in the testate or intestate proceedings.

When Fortunata Barcena, therefore, died, her claim or right to the parcels of land in litigation in Civil Case No. 856, was not extinguished by her death but was transmitted to her heirs upon her death. Her heirs have thus acquired interest in the properties in litigation and became parties in interest in the case. There is, therefore, no reason for the respondent Court not to allow their substitution as parties in interest for the deceased plaintiff.

The claim of the deceased plaintiff which is an action to quiet title over the parcels of land in

litigation affects primarily and principally property and property rights and therefore is one that survives even after her death.

It is, therefore, the duty of the respondent Court to order the legal representative of the deceased plaintiff to appear and to be substituted for her. But what the respondent Court did, upon being informed by the counsel for the deceased plaintiff that the latter was dead, was to dismiss the complaint.

This should not have been done for under Section 17, Rule 3 of the Rules of Court, it is even the duty of the court, if the legal representative fails to appear, to order the opposing party to procure the appointment of a legal representative of the deceased.

Unquestionably, the respondent Court has gravely abused its discretion in not complying with the clear provision of the Rules of Court in dismissing the complaint of the plaintiff in Civil Case No. 856 and refusing the substitution of parties in the case.

HEIRS OF IGNACIO CONTI AND ROSARIO CUARIO V. COURT OF APPEALS, ET AL.
GR NO. 118464, December 21, 1998

FACTS: Ignacio Conti, married to Rosario Cuario, and Lourdes Sampayo were co-owners of the 539-square meter lot with improvements, covered by TCT No. T15374. On March 1986, Sampayo died intestate. On April 1987, the private respondents, all claiming to be collateral relatives of the deceased Sampayo, filed an action for partition and damages before the Regional Trial Court of Lucena. Sps.

Conti refused partition because of failure by the respondents to produce documents that will prove that they were the rightful heirs of the deceased. On August 30, 1987, Conti died and was substituted by his children as party defendant.

At the trial, private respondents presented evidence to prove that they were the collateral heirs of the deceased Lourdes Sampayo and therefore entitled to her rights as co-owner of the subject lot. On the other hand, petitioner Rosario alleged that the subject property was co-owned in equal shares by her husband Ignacio Conti and Lourdes Sampayo and that her family had been staying in the property in question since 1937. She also testified that her late husband paid for the real estate taxes and spent for the necessary repairs and improvements thereon because there had been an agreement that Lourdes would leave her share of property to them.

Since no will, either testamentary or holographic, was presented by the petitioners, the trial court declared that private respondents were the rightful heirs of Lourdes Sampayo and ordered both parties to submit a project partition of the residential house and lot for confirmation by the court. Petitioners elevated the case to the Court of Appeals contending that the trial court erred in finding the private respondents were the heirs of Sampayo and that they were entitled to the partition of the lot and improvements in question.

The Court of Appeals affirmed the decision of the RTC. Petitioners filed a motion for reconsideration but it was denied.

ISSUES:
1. Whether or not the complaint for partition to claim a supposed share of the deceased co-owner should not prosper without prior settlement of the latter's estate and compliance with all legal requirements, especially publication; and
2. Whether or not private respondents were able to prove by competent evidence their relationship with the deceased.

RULING:

1. The Supreme Court ruled that a prior settlement of the estate is not essential before the heirs can commence any action pertaining to the deceased. As it was ruled in Quison v. Salud:

> *x x x As well by the Civil Code as by the Code of Civil Procedure, the title to the property owned by a person who dies intestate passes at once to his heirs. Such transmission is, under the present law, subject to the claims of administration and the property may be taken from the heirs for the purpose of paying debts and expenses, but this does not prevent an immediate passage of the title, upon the death of the intestate, from himself to his heirs. Without some showing that a judicial administrator had been appointed in proceedings to settle the estate of Claro Quison, the right of the plaintiffs to maintain this action is established.*

It was further elucidated:

Conformably with the foregoing and taken in conjunction with Art. 777 and 494 of the Civil Code, from the death of Lourdes Sampayo, her rights as a co-owner, incidental to which is the right to ask for partition at any time or to terminate the co-ownership, were transmitted to her rightful heirs. In so demanding partition, private respondents merely exercised the right originally pertaining to the decedent, their predecessor-in-interest. Petitioners' theory as to the requirement of publication would have been correct had the action been for the partition of the estate of Lourdes Sampayo, or if we were dealing with extrajudicial settlement by agreement between heirs and the summary settlement of estates of small value. But what private respondents are pursuing is the mere segregation of Lourdes' one-half share which they inherited from her through intestate succession. This is a simple case of ordinary partition between co-owners. The applicable law in point is Sec. 1 of Rule 69 of the Rules of Court.

> *Sec. 1. Complaint in an action for partition of real estate. - A person having the right to compel the partition of real estate may do so as in this rule prescribed, setting forth in his complaint the nature and extent of his title and an adequate description of the real estate of which partition is demanded and joining as defendants all the other persons interested in the property.*

A cursory reading of the aforecited rule shows that publication is not required as erroneously maintained by petitioners.

2. The Supreme Court ruled in affirmative. It was held that:

Altogether, the documentary and testimonial evidence submitted are competent and adequate proofs that private respondents are collateral heirs of Lourdes Sampayo. Private respondents assert that they are co-owners of one-half (1/2) pro-indiviso share of the subject property by way of legal or intestate succession.

Succession is a mode of acquisition by virtue of which the property, rights and obligations to the extent of the value of the inheritance of a person are transmitted through his death to another or others either by his will or by operation of law. Legal or intestate succession takes place if a person dies without a will, or with a void will, or one which has subsequently lost its validity. If there are no descendants, ascendants, illegitimate children, or a surviving spouse, the collateral relatives shall succeed to the entire estate of the decedent. It was established during the trial that Lourdes died intestate and without issue. Private respondents as sister, nephews and nieces now claim to be the collateral relatives of Lourdes.

Under Art. 172 of the Family Code, the filiation of legitimate children shall be proved by any other means allowed by the Rules of Court and special laws, in the absence of a record of birth or a parents admission of such legitimate filiation in a public or private document duly signed by the parent. Such other proof of ones filiation may be a baptismal certificate, a judicial admission, a family Bible in which his name has been entered, common reputation respecting his pedigree, admission by silence, the testimonies of witnesses and other kinds of proof admissible under Rule 130 of the Rules of Court. By analogy, this method of proving filiation may also be utilized in the instant case.

Public documents are the written official acts, or records of the official acts of the sovereign authority, official bodies and tribunals, and public officers, whether of the Philippines, or of a foreign country. The baptismal certificates presented in evidence by private respondents are public documents.

Parish priests continue to be the legal custodians of the parish records and are authorized to issue true copies, in the form of certificates, of the entries contained therein.

Petitioners' objection to the photocopy of the certificate of birth of Manuel Sampayo was properly discarded by the court a quo and respondent Court of Appeals. According to Sec. 3, par. (1), Rule 130, of the Rules of Court, when the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself except when the original has been lost or destroyed or cannot be produced in court, without bad faith on the part of the offeror. The loss or destruction of the original certificate of birth of Manuel J. Sampayo was duly established by the certification issued by the Office of the Local Civil Registrar of Lucena City to the effect that its office was completely destroyed by fire on 27 November 1974 and 30 August 1983, respectively, and as a consequence thereof, all civil registration records were totally burned._

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Raymundo v. Vda. De Suarez, 572 SCRA 384

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Heirs of Nicolas v. Metropolitan Bank, 532 SCRA 58

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Vitug v. CA, 183 SCRA 755 | JEN SUCCESSION REVIEWER

FACTS: Romarico Vitug and Nenita Alonte were co-administrators of Dolores Vitug's (deceased) estate. Rowena Corona was the executrix. Romarico, the deceased's husband, filed a motion with the probate court asking for authority to sell certain shares of stock and real properties belonging to the estate to cover alleged advances to the estate, which he claimed as personal funds. The advances were used to pay estate taxes.

Corona opposed the motion on ground that the advances came from a savings account which formed part of the conjugal partnership properties and is part of the estate. Thus, there was no ground for reimbursement. Romarico claims that the funds are his exclusive property, having been acquired through a survivorship agreement executed with his late wife and the bank.

The agreement stated that after the death of either one of the spouses, the savings account shall belong to and be the sole property of the survivor, and shall be payable to and collectible or withdrawable by such survivor.

The lower court upheld the validity of the agreement and granted the motion to sell. CA reversed stating that the survivorship agreement constitutes a conveyance mortis causa which did not comply with the formalities of a valid will. Assuming that it was a donation inter vivos, it is a prohibited donation (donation between spouses).

ISSUE: W/N the survivorship agreement was valid.

HELD: YES. The conveyance is not mortis causa, which should be embodied in a will. A will is a personal, solemn, revocable and free act by which a capacitated person disposes of his property and rights and declares or complies with duties to take effect after his death. The bequest or devise must pertain to the testator.

In this case, the savings account involved was in the nature of conjugal funds. Since it was not shown that the funds belonged exclusively to one party, it is presumed to be conjugal.

It is also not a donation inter vivos because it was to take effect after the death of one party. It is also not a donation between spouses because it involved no conveyance of a spouse's own properties to the other.

It was an error to include the savings account in the inventory of the deceased's assets because it is the separate property of Romarico.

Thus, Romarico had the right to claim reimbursement.

A will is a personal, solemn, revocable and free act by which a capacitated person disposes of his property and rights and declares or complies with duties to take effect after his death.
Survivorship agreements are permitted by the NCC. However, its operation or effect must not be violative of the law (i.e. used as a cloak to hide an inofficious donation or to transfer property in fraud of creditors or to defeat the legitime of a forced heir).