

[G.R. No. 1715. July 03, 1905]

VICENTA INOCENCIO ET AL., PLAINTIFFS AND APPELLANTS, VS. RAFAELA PAGUIA ET AL., DEFENDANTS AND APPELLEES.

D E C I S I O N

WILLARD, J.:

The facts found by the court below are in substance as follows :

1. The plaintiffs in this suit are the legitimate descendants of six sons of Pedro Sarmiento, who died intestate in the year 1875.
2. Pedro Sarmiento died intestate June 25, 1875, leaving six legitimate sons, Nicomedes Sarmiento and five brothers. At the time of his death Pedro Sarmiento was the owner and was in possession of the land in dispute.
3. In December, 1876, the year following the death of his father, Nicomedes Sarmiento, for himself and in his own name, filed an information *ad perpetuam* to the effect that between his father and himself, as forced heir of the former, he had for thirty years been in possession of the land in question, the information being approved, without prejudice to third parties, by an order of the 18th of September, 1877. This information was duly protocolled and a literal copy thereof inscribed in the Register of Property on the 8th of August, 1891.
4. Nicomedes Sarmiento, with this title to the property formerly, owned by his father, on the 23d of September, 1891, conveyed the same to his attorney, Antonio Roxas, the conveyance being recorded the 26th of the same month. In the instrument of sale Nicomedes Sarmiento, the grantor,

makes the peculiar statement “that he is the possessor of a fish pond or inclosure (describing the land in dispute), which fishery he had acquired by inheritance from his deceased father, and of which he had, since the death of his said father, been in the quiet and peaceful possession for some thirty years, as appears in the summary possessory information filed by the grantor in the Court of First Instance of Bulacan the 14th of December, 1876.”

5. Antonio Roxas, on the 25th of September, 1891 (that is, two days after he had bought the land in question from Nicomedes Sarmiento), obtained, by composition with the State, a title to the same land. This instrument was recorded in the Property Register the 26th of September, 1891.
6. Antonio Roxas, with the title of purchase and sale covering the fish pond sold him by Nicomedes Sarmiento, and with the title which he had obtained by composition with the State for the land covered by the same purchase deed, executed a contract of purchase and sale with Mariano Caragdag, in which, appears the following statement: That he is the owner in fee and is seized of an estate (describing the land in dispute). He then goes on to state that of the estate referred to he acquired the fishery by virtue of a deed of sale executed by Nicomedes Sarmiento, and that he is the owner of the land on which the fishery is located by virtue of a title of composition with the State. This instrument of purchase and sale was inscribed in the Property Register the 22d of August, 1896.
7. Mariano Caragdag, with the preceding title, on August 2, 1897, sold the land conveyed to him by Antonio Roxas to the widow of the latter, Rafaela Paguia, the defendant herein. This instrument was inscribed in the Property Register the 5th of October, 1897.
8. It has also been proved that a sister of Nicomedes Sarmiento brought suit against the latter for the partition of Pedro Sarmiento’s fishery among the brothers, Nicomedes Sarmiento having taken possession of the same. In this suit Antonio Roxas was attorney for Nicomedes, and the

suit was discontinued by reason of an agreement between the litigants providing for the division of the fishery among the six brothers. The interested parties, at various times during the years 1894 to 1896, made demand on Antonio Roxas for the execution of this agreement and the delivery to them of the fishery then in his possession, but without success. Rafaela Pagua, wife of Antonio Roxas, had knowledge of all these transactions, which, in 1896, upon the death of her husband, the interested parties continued, but unsuccessfully, with her directly.

Articles 33 and 34 of the Mortgage Law are as follows:

“Art. 33. The record of instruments or contracts which are null in accordance with the law are not validated thereby.

“Art.

34. Notwithstanding the statements contained in the preceding article, the instruments or contracts executed or covenanted by a person who, according to the Registry, has a right thereto, shall not be invalidated with regard to third persons, after they have once been recorded, although later the right of the person executing them is annulled or determined by virtue of a prior deed not recorded, or for reasons which do not clearly appear from the Registry.

“Only

by virtue of a recorded instrument may another later instrument, also recorded, be invalidated to the prejudice of third persons, with the exceptions mentioned in article 389.

“The provisions of this

article may at no time be applied to the instrument recorded in accordance with the provisions of article 390, unless the prescription has validated or secured the interest referred to herein.”

Applying article 34 to the facts above stated, the result is that Rafaela Pagua is the owner of the land in question.

The decision of the court below is affirmed, with the costs of this

instance against the appellants. After twenty days have elapsed, judgment will be entered in conformity herewith, and the cause will be returned to the trial court for execution. So ordered.

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

Date created: April 25, 2014