

**Title:**

Potenciano Sunga, et al. vs. Benito de Guzman, et al.

**Facts:**

This legal dispute emanates from a contract of sale made on July 1, 1947, regarding a fishpond property in Pampanga, Philippines, initially owned by the deceased parents (Juan de Guzman and Lucia Montemayor) of nine legitimate heirs. Five of these heirs sold their cumulative shares, constituting five-ninths of the property, to Feliciano Sibug for P700. This deed was unnotarized and unregistered. By 1962, the property, according to tax documents, remained registered under the original owners. Despite knowledge of the sale, the complainants (Benito, Emilia, and Felisa de Guzman), constituting three-ninths of ownership and who did not consent to the sale, sought their rightful shares and harvest profits from the defendants since 1955 but were refused. Consequently, they filed a lawsuit on February 5, 1962.

**Issues:**

1. Whether the testimony of Benito de Guzman should have been disregarded concerning his awareness of the defendant's possession since 1948.
2. Whether the testimony regarding the siblings' knowledge of the sale to Feliciano Sibug by 1948 was inaccurately considered.
3. Whether the plaintiffs-appellees' cause of action was barred by prescription.
4. Whether the defendants-appellants had acquired ownership through acquisitive and extinctive prescription.

**Court's Decision:**

The Supreme Court upheld the previous judgments in favor of the plaintiffs, affirming their right to the disputed three-ninths property share and their entitlement to the proportionate harvest from 1947 onwards, including attorney's fees. The Court systematically refuted the appellants' arguments centered on the defense of prescription. It highlighted that possession was not in the concept of an owner due to the continued acknowledgment of the plaintiffs' rights and insufficiently adverse nature of possession relating to a fishpond.

**Doctrine:**

- Acquisitive prescription requires possession in the concept of an owner, public, peaceful, and uninterrupted (Articles 1117 and 1118, Civil Code of the Philippines).
- Non-joinder of indispensable parties is not a ground for dismissal of an action (Section 11, Rule 3, Revised Rules of Court).

- A co-owner's action benefits all co-owners (Article 1111, Civil Code).

Class Notes:

- **Prescription:** Requires open, continuous, exclusive, and notorious possession as an owner.
- **Acquisitive Prescription vs. Extinctive Prescription:** Acquisitive prescription allows one to gain ownership through prolonged possession, while extinctive prescription refers to the loss of legal action over time.
- **Co-ownership Principles:** Actions by one co-owner regarding property preservation or legal claims inherently benefit all co-owners.
- **Role of Adverse Possession in Co-ownership:** Exclusive adverse possession over commonly owned property must be clear and unequivocal to support prescription claims.
- **Acknowledgment of Ownership:** Any acknowledgment by the possessor of another's ownership rights can interrupt the continuity needed for prescription.

Historical Background:

This case, rooted in family inheritance disputes common in Philippine legal history, underscores the complex dynamics of co-ownership and prescription in property law. It illustrates the enduring principles of equity and justice in property disputes, reflecting the intersection of statutory law and traditional family values within the societal and legal fabric of the Philippines.