

### Title:

Gosiengfiao Heirs vs. Mariano: A Testament to the Rights of Redemption and Co-ownership among Heirs

### Facts:

This case emanated from a dispute over a residential lot in Tuguegarao, Cagayan, mortgaged by Francisco Gosiengfiao, and subsequently foreclosed upon his death. Francisco left behind several heirs, including third-party defendant Amparo Gosiengfiao-Ibarra, who redeemed the mortgaged property with her funds. Amparo later sold the property to defendant Leonardo Mariano, which spurred plaintiffs Grace Gosiengfiao et al., co-heirs of the deceased, to file a complaint for recovery of possession and legal redemption with damages against Leonardo and Avelina Mariano. The trial court dismissed the complaint, ruling Amparo became the sole owner upon redemption. The Court of Appeals, however, reversed the decision, sparking the journey to the Supreme Court upon the petitioners' assertion of incorrect application of legal provisions regarding redemption and co-ownership.

Throughout this legal odyssey, several petitions and motions were filed, including an initial complaint for recovery of possession and legal redemption, a subsequent appeal to the Court of Appeals which reversed the trial court's decision, and finally, a petition for review to the Supreme Court raising issues on co-ownership and redemption rights under the Civil Code.

### Issues:

1. Whether or not the act of redeeming the whole property mortgaged by a single co-owner extinguishes the co-ownership and vests sole ownership upon the redeemer.
2. If the co-ownership remains, how the right of redemption applies to the co-heirs or co-owners.

### Court's Decision:

The Supreme Court affirmed the decision of the Court of Appeals, indicating that redemption by a co-owner does not terminate the state of co-ownership or vest the redeemer with sole ownership. Instead, redemption inures to the benefit of all co-owners. Furthermore, the Court dismissed the petitioner's reliance on Article 1088 of the Civil Code, emphasizing that since no written notice of sale was provided to the co-heirs, the one-month period for exercising the right of redemption, as stipulated under Article 1088, did not commence. The Supreme Court highlighted the indispensability of a written notice for the

enforcement of co-heirs' redemption rights under both Articles 1088 and 1620 of the Civil Code.

**### Doctrine:**

1. Redemption by one co-owner benefits all co-owners, maintaining the state of co-ownership.
2. A written notice of sale is indispensable for the commencement of the redemption period amongst co-heirs or co-owners.

**### Class Notes:**

- Redemption by a co-owner does not convert their stake into sole ownership; it benefits all co-owners equally (Article 1620, Civil Code).
- Written notice of sale is crucial; without it, the redemption period for co-heirs does not start (Article 1088, Civil Code).
- Legal redemption rights amongst co-heirs must be executed within a specific period from receiving written notice of the sale. However, a tender of payment can enforce these rights in absence of formal notice.

**### Historical Background:**

This case illustrates the evolving interpretation of co-ownership and redemption rights under Philippine law, particularly in situations where property part of an intestate estate is involved. The Supreme Court's decision reaffirms the principles that protect co-owners' rights and highlights procedural requirements essential for the exercise of legal redemption. This decision is a consolidation of jurisprudence reinforcing the collective rights of heirs in a co-ownership scenario, amidst challenges posed by individual actions that threaten the equitable distribution and enjoyment of inherited property.