

PERPETUA ABUAN, ET AL., PLAINTIFFS AND APPELLANTS, VS. EUSTAQUIO S. GARCIA, ET AL., DEFENDANTS AND APPELLEES.

G.R. No. L-20091. July 30, 1965

Ponente: BENGZON, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2c772c846bb3/>

BENGZON, C.J.:

This is an action for legal redemption under Section 119 of the Public Land Law[1] which provides that:

"Every conveyance of land acquired under the free patent or homestead provisions, when proper, shall be subject to repurchase by the applicant, his widow, or legal heirs, for a period of five year's from the date of conveyance."

Acquired by Laureano Abuan the homestead passed after his death, to his legal heirs, the plaintiff herein. Consequently, the original certificate of title in his name was cancelled, and in lieu thereof, Transfer Certificate of Title No. T-5486 was issued in their names.

On August 7, 1953, plaintiffs sold the parcel of land to defendants, the sale being evidenced by a public instrument entitled "Deed of Absolute Sale"; and by virtue thereof, Transfer Certificate of Title No. T-5906 was issued to defendants.

Later, plaintiffs filed an action to recover the land, alleging that the deed of absolute sale had been executed through fraud, without consideration. However, the case was subsequently settled amicably, when the parties entered into an "Agreement" dated February 28, 1955, under the terms of which defendants paid P500.00 on that day as partial payment of the purchase price of the land, and promised to pay the balance of P1,500.00 on or before April 30, 1955, with a grace period of thirty days. The parties also stipulated in said Agreement that it "shall supersede all previous agreements or contracts heretofore entered into and executed by and between plaintiffs and defendants, involving the same parcel of riceland * * *."

Claiming that full payment had been effected only some time in May, 1955, plaintiffs instituted the present action on March 4, 1960.

Defendants moved to dismiss, on the ground that plaintiffs' right of action was already barred, because the five-year redemption period had already expired.

Sustaining the motion, the Nueva Vizcaya court dismissed the complaint.

Plaintiffs appealed to the Court of Appeals, which certified the case to this Court because only a legal issue remains to be determined.

The sole question is: When did the five-year period (within which plaintiffs may exercise their right of repurchase) begin to run? Should it be August 7, 1953, when the Deed of Absolute Sale was executed, or February 28, 1955, when the compromise "Agreement" was entered into; or should it be in May, 1955, upon full payment of the purchase price? It is obvious that counted from either of the first two dates more than five years

had elapsed when this action for redemption was brought (March 1960); whereas the action would be well within the period, if computed from the date of full payment of the purchase price.

The lower court, in dismissing plaintiffs' complaint, fixed the starting date as February 28, 1955, when the Agreement (Annex "B") was entered into. It is plaintiffs' contention, on the other hand, that the prescriptive period should be counted from the full payment of the purchase price, that is, from May, 1955, since it was on this date that the contract was consummated.

Plaintiffs' contention is untenable. The law speaks of "five years from date of conveyance". Conveyance means transfer of ownership; it means the date when the title to the land is transferred from one person to another.[2] The five-year should, therefore, be reckoned from the (Site that defendants acquired ownership of the land. Now, when did defendants legally acquire ownership over the land?

Art. 1477 of the New Civil Code provides that ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof; and Art 1496 points out that ownership of the thing sold is acquired by the vendee from the moment it is delivered to him in any of the ways specified in articles 1497 to 1501. Under Art. 1498, when the sale is made through a public instrument,—as in this case—the execution thereof shall be equivalent to the delivery of the thing which is the object of the contract, if from the deed the contrary does not appear or cannot be clearly inferred.[3] This manner of delivery of the thing through the execution of a public document is common to personal as well as real property.[4]

It is clear, therefore, that defendants acquired ownership to the land in question upon the execution of the deed of sale. The deed of sale was executed on August 7, 1953, which was "superseded" by the Agreement of February 28, 1955, as to the terms and conditions of payment of the purchase price. The latter agreement did not entirely abrogate the sale since it did not operate to revest the ownership of the land in the plaintiffs.[5]

It is apparent that five years had elapsed since the execution of the deed of sale at the time plaintiffs filed this action for redemption. Our view finds support in a long line of decisions holding that the five-year starts from the date of the execution of the deed of conveyance.[6]

But assuming *arguendo*, that Annex "A" is null and void, as plaintiffs aver, and did not serve to effectuate delivery of the property, we can consider the date of the Agreement Annex "B"), at the latest, as the time within which ownership vested in the defendants. True, Annex "B" is a private instrument the execution of which could not be construed as constructive delivery under Art. 1498 of the New Civil Code. But Art. 1496 explicitly provides that ownership of the thing sold is acquired by the vendee from the moment it is delivered to him "in any other manner signifying an agreement that the possession is transferred from the vendor to the vendee." The intention to give possession (and ownership) is manifest in the agreement (Annex "B") entered into by the parties specially considering the following circumstances: (1) the payment of part of the purchase price, there being no stipulation in the agreement that ownership will not vest in the vendees until full payment of the price; and (2) the fact that the agreement was entered into in consideration of plaintiffs' desistance, as in fact they did desist, in prosecuting their reivindicatory action, thereby leaving the property in the hands of the then and now defendants—as owners thereof, necessarily. This was delivery *brevi manu* permissible under Articles 1499 and 1501 of the New Civil Code.

The circumstance that full payment was made only, as plaintiffs allege, in May, 1955, does not alter the fact that ownership of the land passed to defendants upon the execution of the agreement with the intention of letting them hold it as owners. In the absence of an express stipulation to the contrary, the payment of the price is not a condition precedent to the transfer of ownership, which passes by delivery of the thing to the buyer.[7]

In view of the foregoing, the order of the court a quo dismissing the complaint is hereby affirmed, with costs against plaintiffs-appellants.

Bautista Angelo, Reyes, J. B. L., Paredes, Dizon, Regala, Makalintal, Bengzon, J. P., and Zaldivar, JJ., concur.

[1] Commonwealth Act No. 141.

[2] 16 Am. Jur. 438.

[3] Nothing to the contrary is alleged now.

[4] Aviles vs. Arcega, 44 Phil. 924.

[5] In fact, the Torrens title to the land was already in the name of defendants.

[6] Baradi vs. Ignacio, et al, 52 Off. GAZ., 6172; Galansindo, et al., vs. Austria, et al., May 25, 1965, 51 Off. Gaz., 2874; Blanco, et al. vs. Bailon, et al., G. R. No. L-7342, April 28, 1966; Abogado vs. Aquino, et al., G. R. No L-8773, Oct. 31, 1966; Visaya vs. Suiguitan, G. R. No. L-8352, May 31, 1956; Galanza vs. Nuesa, 50 Off. Gaz., 4213.

[7] See Puato vs. Mendoza, 64 Phil. 457.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.