

LAUREANA TORIO, PLAINTIFF AND APPELLANT, VS. NICANOR ROSARIO, DEFENDANT AND APPELLEE.

G.R. No. L-5536. September 25, 1953

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/80fa740278de/>

BAUTISTA ANGELO, J.:

Plaintiff seeks to exercise the right of legal redemption over one-half undivided interest in a parcel of land situated in barrio Lomboy, Binmaley, Pangasinan, under article 1523 of the old Civil Code.

The case having been decided adversely to the plaintiff the latter appealed to the Court of Appeals, but the case was certified to this court on the ground that it involves purely questions of law.

The case was submitted on a stipulation of facts. This stipulation shows that Laureana Torio, plaintiff herein, and Julian Raymundo, her husband, were co-owners pro-indiviso of a parcel of land containing an area of 21 ares and 84 centares. This co-ownership came about when Julian Raymundo transferred to his prospective wife, Laureana, one-half of said property by virtue of a donation propter nuptias executed on April 14, 1937. On May 4, 1944, Julian Raymundo sold his undivided one-half interest to Nicanor Rosario the deed of sale having been registered in the office of the register of deeds on the same date. The vendee, Nicanor had been in possession of the portion purchased by him from the date of transfer up to the present time. On May 12, 1944, Laureana Torio filed the present action for legal redemption, and on August 17, 1949, she deposited the amount of P40 as redemption price.

Upon the foregoing facts the lower court held that plaintiff has lost her right to redeem the property because of her failure to offer to repurchase the property before she instituted the present action which is a sine qua non requirement before she could exercise the right of legal redemption and as a consequence it dismissed the complaint with costs. Plaintiff has appealed from this decision assigning several errors.

The only question to be determined is whether plaintiff can still exercise her right to redeem the property in spite of her failure to make an offer to do so before the expiration of the period fixed by law for legal redemption.

There is no dispute that the facts involved in this case give rise to a case of legal redemption. Laureana Torio and Julian Raymundo were co-owners pro indiviso of a parcel of land of small area. Raymundo sold his share to Nicanor Rosario. The transfer was recorded in the office of the register of deeds. The period for legal redemption is nine days (Article 1524, old Civil Code). Without making any previous offer to repurchase the property, Laureana Torio brought the present action to exercise her right of legal redemption before the expiration of said period. the question now is: Is there any need of making a previous tender of the redemption money before the right of redemption can be exercised?

The lower court is of the opinion that there is and so dismissed the complaint. We find this to be an error not only because the law does not so require but because this court has already stated in a similar case that such tender is not necessary. Thus, in *De la Cruz vs. Marcelino*, 42 Off. Gaz., 1761, 84 Phil., 709, this court held:

"The trial Judge held that a previous tender was a condition precedent to the right of redemption, because article 1525 makes applicable to legal redemption the provisions of articles 1511 and 1518, and the last one says that the co-owner may not exercise the right of redemption without returning to the third person the price of the sale, plus (1) the expenses of the contract and the lawful payments by reason of the sale and (2) the useful and necessary expenditures incurred upon the thing sold.

"The position is not entirely groundless; but it is the consensus among the members of this court that the above articles merely enumerate the amounts to be paid by the co-owner who wishes to redeem. They do not postulate any previous notice to the new owner nor a meeting between him and the redemptioner, much less a previous formal tender, before any action is begun in court to enforce the right. A sensible and prudent man would naturally endeavor to present the offer privately, to avoid the inconvenience of court proceedings. But it is not always just to graft into the statute such rules of common sense as may be deemed appropriate. And then, considering that the co-owner has nine days only, the 'previous tender' requisite might in some instances frustrate the assertion of the co-owner's prerogative. He might not know the third person's whereabouts. The latter might even conceal himself to prevent redemption.

"Wherefore the declaration is imperative that such offer or tender is not an essential condition precedent to the co-owner's right to redeem. The important thing is to assert it in time and in proper form. This action and the consequent consignment must be held proper. Plaintiff's right to redeem must be upheld. Observe that nobody claims the amount deposited is insufficient to satisfy the expenses chargeable to the redeemer."

It appearing that the action for legal redemption was instituted by the plaintiff before the expiration of the period of nine days from the deed of sale of the property in question was recorded in the office of the register of deeds, which step has the effect of an offer or tender to redeem contemplated by the law, we find that the lower court erred in holding that plaintiff has already lost her right to exercise such legal redemption.

Wherefore, the decision appealed from is reversed. Judgment is hereby rendered ordering defendant to execute a deed of reconveyance in favor of plaintiff for the sum of P150 over one-half portion of the property in litigation, upon payment by plaintiff to defendant of said amount, with costs against appellee.

Paras, C.J., Pablo, Bengzon, Padilla, Tuason, Montemayor, Reyes, Jugo and Labrador, JJ., concur.

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.