

**NAZARIO TRILLANA, PETITIONER, VS. FAUSTINO MANANSALA,
MARIA LOPEZ, MAXIMA MANANSALA AND THE COURT OF APPEALS,
RESPONDENTS.**

G.R. No. L-6752. April 29, 1955

Ponente: BENGZON, J.

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BENGZON, J.:

To a revindictory complaint filed in 1950 in the Court of First Instance by Nazario Trillana over a parcel of land in Hagonoy, Bulacan, the defendants Faustino Manansala et al., set up title through sale and prescription.

Both parties allegedly deriving ownership from the registered owner Marcos Bernardo, presented at the hearing:

(a) Plaintiff—the contract of absolute sale (Exhibit A) executed in his favor in June 1948 by Vicenta Bernardo, daughter and the only surviving heir of Marcos Bernardo;

(b) Defendants—the document Exhibit 1, in tagalog, which is translated as follows:

"Julio 20, 1934-1944

I Marcos Bernardo married of legal age and residing at barrio S. Sebastian, Hagonoy, Bulacan, P. I. now I own a land (latian) * * * now my above mentioned property I mortgage to Mr. Faustino Manansala and Maria Lopez husband and wife in the amount of P1,070 beginning today July 20, 1934 until April 1944 and if I cannot pay said amount come April 1944 the property I mortgaged is hereby paid to Mr. Faustino Manansala and Maria Lopez husband and wife * * *."

The judge found Exhibit 1 to be a forgery, and rendered judgment for plaintiff, saying as to prescription, that even if defendants had possessed the land since 1934, they could not acquire by prescription because they had no just title, inasmuch as they knew Exhibit 1 was false.

On appeal, the Court of Appeals saw differently. It was not convinced of the document's (Exhibit 1) falsity, and held that since defendants admittedly took possession of the realty in July 1934 pursuant to such document and retained it thereafter, the action filed in 1950 was late, inasmuch as more than 15 years of adverse possession forfeited the plaintiff's right to recover, if any.

Doubting the legal feasibility of acquiring, thru prescription, land obtained under Exhibit 1, we gave due course to the petition for review on certiorari, being impressed with counsel's contention that said written document represented a contract of antichresis, which may not give rise to acquisitive prescription.

Upon a fuller examination of the matter, we are now persuaded that our preliminary impressions were justified. The document Exhibit 1, having used the words "Isinangla", "sinangla" and "matubos obviously indicated a mortgage, which, coupled with delivery of possession of the land to the creditor, amounted to antichresis.

And several decisions of this court consistently hold that the antichretic creditor cannot ordinarily acquire by

prescription the land surrendered to him by the debtor.[1]

The most that defendants could contend under Exhibit 1 is that it was a sale with pacto de retro. Yet no argument is needed to show that, even under such contract, prescription does not run during the period of redemption (1934-1944).

In this connection we notice the Court of Appeals did not regard the contract as a pacto de retro sale. The Court of Appeals declared the agreement was a "kaliwaan" or exchange, which according to defendants meant, "after the execution of the document we delivered the money, and plaintiff delivers possession of the land".. The arrangement however contemplated a subsequent "re-exchange" when the owner redeems (matubos) on or before April 1944. Such exchange and re-exchange agreed in Exhibit 1, dovetail with an antiehetic relationship, which we think was the true agreement of the parties.

It has not escaped our notice that the document says "if I cannot redeem come April 1944, the .property I mortgage is hereby paid to Mr. Faustino Manansala". But that in our opinion merely authorized Manansala to get the property for payment, thru the proceedings prescribed for mortgages. Otherwise the stipulation would be open to attack, either as pactum commissorium or as against the law. (Arts. 1859 and 1884 Civil Code.)

Now as the contract Exhibit 1 did not divest Marcos Bernardo of ownership of the property, his heir Vicenta Bernardo could, and she did, validly convey such ownership to Nazario Trillana in 1948, by Exhibit A. Subject of course to the rights of the antiehetic creditors, the defendants Manansala et al.

Wherefore, the judgment of the Court of Appeals is reversed, and one will be promulgated requiring defendants to deliver the lot to the plaintiff (substituted by Candida Cruz, Juana Trillana and Francisco Trillana) upon payment by the latter of the amount of P1,070.[2] No interest is to be satisfied, because the fruits gathered by the Manansalas are considered as interest; no special damages too. Costs against defendants. So ordered.

Pablo, Acting C.J., Padilla, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, and Reyes, J. B. L., JJ., concur.

Judgment reversed.

[1] Barretto vs. Barretto, 37 Phil., 234; Valencia vs. Acala, 42 Phil., 177.

[2] Aldea vs. Fuentes, 24 Phil., 303.

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