

**GUILLERMO VIACRUCIS, LUISA DE VIACRUCIS, CLAROS MARQUEZ,
AND RUSTICA AREVALO MARQUEZ, PETITIONERS, VS. THE COURT
OF APPEALS, ANASTACIO ORAIS AND CELESTINA MALAZARTE,
RESPONDENTS.**

G.R. No. L-29831. March 29, 1972

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Private respondents, Anastacio Orais and his wife Celestina Malazarte, brought this action, in the Court of First Instance of Leyte, to establish their title to a land of about four (4) hectares, located in the sitio of Candilomot, barrio of Santo Rosario, formerly Palompon, now Matag-ob, Leyte, and more particularly described in the complaint alleging that it is part of a bigger lot sold to them, on June 8, 1936, by its registered owner, Pedro Sanchez, by virtue of a deed of sale, copy of which was attached to said pleading, as Annex A and later marked as Exhibit B — as well as to recover, from petitioners herein — defendants in the aforesaid court — -Guillermo Viacrucis and Luisa de Viacrucis, the possession of said land and damages.

In their answer to said complaint, Mr. and Mrs. Viacrucis averred that they are the owners of said 4-hectare land; that the deed of sale, Exhibit B, in favor of Anastacio Orais, on which private respondents — plaintiffs in the court of first instance — rely, attests merely to a simulated transaction; and that this action is barred by the statute of limitations. Alleging that the rights of Mr. and Mrs. Viacrucis had been assigned to them, Claros Marquez and his wife Rustica Arevalo subsequently intervened in the case, reiterating, in a way, the stand taken by Mr. and Mrs. Viacrucis, although with a variation to be pointed out later on.

After appropriate proceedings, the trial court rendered a decision, in favor of the plaintiffs therein — respondents herein — and against the defendants and the intervenors — petitioners herein — rejecting their defenses of prescription of action and simulation of contract (Exhibit B), and declaring that the whole land conveyed thereby belongs to Mr. and Mrs. Orais, as well as ordering Mr. and Mrs. Viacrucis to vacate said land and awarding damages to Mr. and Mrs. Orais. The dispositive part of said decision reads:

"WHEREFORE, decision is hereby rendered in favor of the plaintiffs and against the defendants and intervenors: (1) declaring the following parcel of land to wit:

'A tract of agricultural land situated in the Sitio of Barrio of Balagtas (now Santo Rosario), Municipality of Palompon (now Matag-ob), Province of Leyte. Bounded on the North, by property claimed by Serapio Dicio; on the East, by property claimed by Bartolome Asayas; on the South, by property claimed by Pablo Sanchez; on the West by properties claimed by Borgas Merin and Canuto Loreño, containing an area of 14 hectares, 63 ares and 03 centares, embraced and covered by Original Certificate of Title No. 243, Patent No. 7335, Bu. of Lands No. H-11803.'

as the property of the plaintiffs and hereby ordering the defendant to immediately vacate the premises; (2) to jointly and severally pay the plaintiffs the sum of Five Thousand Pesos (P5,000.00) for and as moral damages,

plus Three Thousand Five Hundred Ten Pesos (P3,510.00) for and as actual damages from 1947 up to 1960; plus the further sum of Two Hundred Seventy Pesos (P270.00) annually from November 15, 1960 until the land in question shall have been delivered to the plaintiffs and the further sum of One Thousand Pesos (P1,000.00) for and as attorney's fees, with costs against the defendants and intervenors."

On appeal taken by Mr. and Mrs. Viacrucis and Mr. and Mrs. Marquez, said decision, against them and in favor of Mr. and Mrs. Orais, was affirmed by the Court of Appeals, with the following "modifications":

" * * * the portion of four (4) hectares claimed in the complaint and described in paragraph 3 thereof is declared to belong to plaintiffs-appellees; defendants and intervenors are condemned to surrender the same unto plaintiffs; and to account for their possession, defendants from 26 January, 1959 and intervenors from 3 September, 1962 until the property should have been finally delivered to the plaintiffs; costs against defendants and intervenors."

Hence the present petition, for review on certiorari, of Mr. and Mrs. Viacrucis and Mr. and Mrs. Marquez, against the Court of Appeals and Mr. and Mrs. Orais, to which petition We gave due course. Thereafter, Mr. and Mrs. Orais moved to dismiss said petition upon the ground that the questions raised therein "are of facts and not of law and/or too unsubstantial to require consideration" and that "the petition is prosecuted manifestly for delay." Upon consideration of the motion and the opposition thereto of petitioners herein, the Court resolved to defer action thereon until the case is taken up on the merits.

It appears that the land of about four (4) hectares involved in this case is part of a bigger lot of about 14.6303 hectares, covered by Original Certificate of Title No. 243 (Exhibit A)[1] in the name of Pedro Sanchez; that, on June 8, 1936, Sanchez executed the deed, Exhibit B, selling said lot of 14.6303 hectares to Anastacio Orais; that said Exhibit B was, on September 10, 1936, filed with the Office of the Register of Deeds of Leyte, and recorded in the memorandum of incumbrances of Homestead OCT No. 243; that, on July 7, 1941, Sanchez executed another deed, Exhibit 10, conveying the disputed portion, of four (4) hectares, to Balentin Ruizo, who, in turn, sold it, on October 10, 1945, to Guillermo Viacrucis (Exhibit 11); that, on January 12, 1959, Anastacio Orais – who claimed to have made oral demands – formally demanded from Viacrucis that he vacate said portion and surrender its possession to him (Orais); that this demand was not heeded by Viacrucis, who, instead, executed, on March 19, 1959, the deed, Exhibit 9, confirming the sale of said portion, allegedly made by him, on January 12, 1954, in favor of his brother-in-law, Claros Marquez; and that the deeds of sale, Exhibits 10, 11 and 9, in favor of Ruizo, Viacrucis and Marquez, respectively, have not been registered in the Office of the Register of Deeds of Leyte.

Petitioners herein maintained in the court of first instance and the Court of Appeals that, although the deed of sale, Exhibit B, in favor of Orais is earlier, by over five (5) years, than that executed, in favor of their predecessor in interest, Balentin Ruizo, by the original owner, Pedro Sanchez, they (petitioners) have a better right to the land in question, said Exhibit B having been executed merely to simulate a sale, in order that Orais could "secure a loan from a bank"; but this pretense was overruled by said courts, which, likewise, rejected petitioners' plea of prescription of action.

In their brief before Us, petitioners do not assail the findings of fact and the conclusions reached by the Court of Appeals in connection with the aforementioned defenses of simulation of Exhibit B and prescription of action. They merely contend that the Court of Appeals has erred: (1) "in confusing the doctrine of laches with estoppel" and in considering "misrepresentation as of the essence thereof"; (2) in "confusing laches with estoppel" and "rejecting the defense of laches in this case where all essential requisites thereof are fully met"; and (3) in deciding this case in violation of sections 22, 23 and 25, Rule 130 of the New Rules of Court.

In support of the first assignment of error, petitioners maintain that the Court of Appeals had disposed of their plea of laches "without the least reference to the legal requisites of laches in relation to the uncontroverted facts of this case," whereas, under their second assignment of error, it is urged that the essential elements of the equitable defense of laches are present in the case at bar.

Regardless of the merits of these two (2) assignments of error, well settled is the rule that laches is a defense that must be pleaded especially, and that, otherwise, it is deemed waived, so that it can not be set up for the first time on appeal.

"The record discloses that the defenses of laches and prescription are being raised for the first time in this appeal. They were not invoked in the proceedings before the Hearing Officer nor later on before Associate Commissioner Sanchez and the Workmen's Compensation Commission. As said defenses do not affect the jurisdiction of the latter, they cannot now be entertained and must be deemed to have been waived (*Regalado vs. Visayan Shipping Company, Inc.*, G.R. No. L-42855, May 21, 1939; *Victorias Milling Company, Inc. vs. Compensation Commissioner, et al.*, G.R. No. L-10533, May 31, 1957; *Manila Yatch Club, Inc. vs. Workmen's Compensation Commission, et al.*, G.R. No. L-19258, May 31, 1963)."[2]

"Laches not having been invoked as a defense in the court below, the same can not be gone into at this stage of the proceedings. * * *"[3]

"* * * Neither prescription of appellee's claim or bar of the action for recovery due to laches was averred in appellant's defenses. Appellant cannot raise them now for the first time on appeal. Verily the failure to raise the issue of prescription and laches, amounts to a waiver of such defenses (Sec. 10, Rule 9; *Maxilim vs. Tabotabo*, 9 Phil. 390; *Domingo vs. Osorio*, 7 Phil. 405). Moreover, the right of the appellee to file an action to recover possession based on its Torrens Title is imprescriptible and not barred under doctrine of laches (Art. 348, Civil Code; *Francisco, et al. vs. Cruz, et al.*, 43 O.G. 5105). * * *"[4]

Petitioners Mr. and Mrs. Viacrucis, defendants in the court of first instance, and petitioners Mr. and Mrs. Marquez as intervenors therein, filed their respective answer and answer in intervention alleging no other defenses than that of prescription of action and that the deed of conveyance Exhibit B merely simulated a sale. Laches was invoked by herein petitioners for the first time in the Court of Appeals, which could not properly entertain it, said defenses having been deemed waived in consequence of petitioners' failure to alleged it in the trial court. The first and second assignments of error are, therefore, clearly untenable.

With respect to the third assignment of error, petitioners maintain that the Court of Appeals had erred in considering that the failure of Orais to bring the present action earlier was mere "laziness," instead of an omission that "may be given in evidence against him," as provided in section 22 of Rule 130 of the Rules of Court and as "strongly persuasive of lack of merit" of the claim of said respondent, and that when he tried to obtain a loan from the Philippine National Bank in 1936 and offered OCT No. 243 as collateral security, the bank did not accept said offer upon the ground that the land in question is not his property, in reply to which Orais said nothing, which is an admission by silence, pursuant to section 23 of the same rule 130. Moreover, petitioners bewail that the Court of Appeals, like the trial Court, considered in favor of Orais - allegedly in violation of Section 25 of said Rule 130 - the admission of Mrs. Beatriz Costelo, to the effect that, although the land in dispute was physically in the possession of her now deceased husband, Pelagio Costelo, he and she recognized Orais as the owner of said land.

It should be noted, however, that said testimony of Mrs. Costelo and this recognition by the now deceased Pelagio Costelo - which were confirmed by the public document Exh. G - constitute a declaration of Mr. and Mrs. Costelo adverse to their own interest, which is admissible in evidence, pursuant to section 32 of said Rule 130. Petitioners have no reason whatsoever to object to the consideration in favor of Orais of said admission, the same having been made in 1936, more than five (5) years before their (petitioners) predecessor in interest, Balentin Ruizo, had

entered into the picture, when Orais and Costelo were the only parties who had any interest in the object of said admission. Pursuant to said legal provision, such admission "may be received in evidence," not only against the party who made it "or his successors in interest," but, also, "against third persons." [5]

As regards the alleged failure of Orais to say anything when the bank refused to accept OCT No. 243 as collateral for the loan applied for by Orais, upon the ground that the land covered by said certificate of title was not his property, there is no competent evidence on whether or not Orais had said anything in response to said statement. Moreover, OCT No. 243 was in the name of Pedro Sanchez, and no matter how real the sale by the latter to Orais may be, the bank would not accept the land in question as security for said loan, unless and until OCT No. 243 shall have been cancelled and a transfer certificate of title issued to Orais. This, however, could not take place before the filing of his loan application, because the owner's duplicate of said certificate of title — admittedly delivered by Sanchez to Orais — had been lost in the possession of the latter's counsel, to whom he (Orais) had turned it over in connection with a given criminal case.

As regards the effect or import of the failure of Orais to file the present action until November 15, 1960, this is a matter relevant to the issue whether the sale attested to by Exh. B is simulated, as contended by petitioners herein, or a true and authentic sale, as Orais maintains. The decision of the Court of Appeals, affirming that of the trial court and sustaining the claim of Orais, constitutes a finding of fact, which is final in this proceeding for review on certiorari. [6] In any event, said finding is fully borne out by the record.

Indeed, petitioners' main argument, apart from the aforementioned inaction of Orais, is that he had never been in possession of the land in question, and that the same had remained in the name of Pedro Sanchez for tax purposes. It should be noted, however, that, although the disputed land was actually held by Pelagio Costelo, from 1936 to 1941, Costelo executed, on July 30, 1936, Exh. G, whereby he, in effect, acknowledged Orais as owner of the land and Orais granted him (Costelo) the right to possess it until the year 1941. And this was confirmed by Mrs. Costelo on the witness stand. As a consequence, Orais came to be in constructive possession of said land, from July 30, 1936. As a matter of fact, petitioners eventually admitted that Orais had been in actual possession, although, they claim, of another portion of the land covered by OCT No. 243.

Then, again, the following circumstances militate against the simulation alleged by petitioners herein, namely:

1. Exhibit B was not only notarized on the very date of its execution. It was, also, filed, soon thereafter or on September 10, 1936 — with the Office of the Register of Deeds of Leyte and recorded in the memorandum of incumbrances of Homestead OCT No. 243. It is noteworthy that, according to Viacrucis' deposition, [7] and the testimony of Calixta Suganub, widow of Balentin Ruizo, as witness for petitioners herein, Pedro Sanchez delivered his owner's duplicate of said OCT No. 243 to Anastacio Orais, which is clearly indicative of the intent of Sanchez to give full force and effect to said deed of sale.

Upon the other hand, Exhibits 9, 10 and 11, on which herein petitioners rely, have not been registered — either under the provisions of the Land Registration Act or under those of Act No. 3344 — despite the provision in said deeds to the effect that the same should be or would be registered, by agreement of the parties. Likewise significant is a provision, in the deed Exhibit 10, in favor of Ruizo, that the land thus conveyed is part of a lot covered by a (certificate of) title, the space intended for the number of which was left blank, and that, this notwithstanding, it was stipulated in said instrument that it would be registered pursuant to Act No. 3344, which refers to lands not registered under the provisions of Act No. 496. Worse still, apart from including the latter stipulation, [8] Mr. and Mrs. Viacrucis declared in the deed, Exhibit 9, in favor of Claros Marquez, that said land is not registered under the Land Registration Act, which is not true.

Apparently, petitioners knew they could not register Exhibits 9, 10 and 11, under, the provisions of the Land

Registration Act, without their rights under said instruments becoming officially subordinated to those of Anastacio Orais. In fact, Viacrucis stated, in his aforementioned deposition, that he had "lost no time in going to Tacloban, Leyte, to have the Deed of Sale" — presumably Exhibit 11, in his favor "registered with the office of the Register of Deeds." We have every reason to believe, therefore, that petitioners had actual knowledge of the existence of Exhibit B and of the fact that it had been filed with the office of the register of deeds, and entered in the memorandum of incumbrances of Homestead OCT No. 243.

2. In their "Amended Answer in Intervention," dated December 10, 1962, Mr. and Mrs. Marquez admitted that Sanchez had really made a sale in favor of Orais, although said intervenors alleged that the land thus acquired by him was only 6.6303 hectares; but, petitioners have not even tried to explain why Exhibit B — the only deed executed by Pedro Sanchez in favor of Anastacio Orais conveys the entire lot of 14.6303 covered by OCT No. 243.

Petitioners make much of a deed — marked as Exhibit 4,[9] executed by Anastacio Orais, on May 25, 1939, whereby he sold one-half (1/2) of a lot of 6.6303 hectares, covered by OCT No. 243, to Alfredo Parilla, Pastor Zaragoza, Pedro Gorumba and Eugenio A. Evangelista. Said Exhibit 4 does not say, however, that the land sold by Pedro Sanchez to Anastacio Orais was limited to said area of 6.6303 hectares. What is more, it contains an indication to the contrary, for, in describing the object of the sale, Exhibit 4 states that it is one-half (1/2) of a lot bounded on the South by a land of Anastacio Orais. In other words, said lot of 6.6303 was not all that he owned. This might explain why petitioners after producing, marking and identifying Exhibit 4 did not introduce the same in evidence, although copy thereof is attached to the Amended Answer in Intervention of Mr. and Mrs. Claros Marquez as Annex 5.

It should be noted, also, that, at the time of the execution of said Exhibit 4, on May 25, 1939, a portion of about four (4) hectares of the land of 14.6303 hectares sold by Sanchez to Orais, was still held by Pelagio Costelo, to guarantee the payment of a debt of Sanchez, in view of which Orais conceded — in Exhibit G — Costelo's right to possess the land from 1936 to 1941 — evidently, so that he could apply the fruits or products thereof to the satisfaction of his credit — and Costelo acknowledged the dominical rights of Orais.

Furthermore, it appears that on July 10, 1936, or over a month after the sale by Sanchez to Orais, a deed, Exhibit 1, dated April 19, 1934, and bearing the signature of Sanchez, was notarized. Exhibit 1 purports to convey to one Crecente Marquez a portion, of about four (4) hectares, of the lot covered by OCT No. 243, which portion is not involved in the case at bar. There is evidence to the effect that Exhibit 1 was filed with the Office of the Register of Deeds of Leyte, on August 3, 1936, and recorded in the Memorandum of the Incumbrances of OCT No. 243. This must have been made without producing the owner's duplicate of said OCT No. 243, inasmuch as the same was in the possession of Orais, according to the above-mentioned deposition of Viacrucis, since, apparently, the execution of Exhibit B, on June 8, 1936. Under the circumstances, Orais may have felt that it was neither necessary nor advisable to make any reference, in Exhibit 4, either to said portion of four (4) hectares, ostensibly conveyed to Crecente Marquez by virtue of Exhibit 1, or to the similar area held by Pelagio Costelo — an aggregate of eight (8) hectares, which, deducted from the land of 14.6303 hectares covered by OCT No. 243, left approximately the 6.6303 hectares mentioned in said deed Exhibit 1.

3. Although the entire lot of 14.6303 hectares purchased by Orais from Sanchez, pursuant to Exhibit B, remained for tax purposes in the latter's name, Orais paid the taxes due thereon.[10]

At this juncture, it may not be amiss to advert to the fact that, since Exhibit B had been filed with the office of the register of deeds and recorded therein as above stated, Ruizo, Viacrucis and Marquez are deemed to have constructive notice of the sale in favor of Orais, apart from the circumstance — heretofore adverted to — that, since

Viacrucis had gone to said office soon after the execution in his favor, on October 10, 1945, of the deed of sale Exhibit 11 for the purpose of registering the same, said petitioner must have had actual knowledge of the previous sale to Orais. And this explains why, despite the fact that Viacrucis had gone to the office of the register of deeds for the aforementioned purpose, he did not carry out the same. Viacrucis did not even try to explain why he failed to do so.

Petitioners herein, likewise, failed to explain why neither Ruizo nor Claros Marquez had filed with said office the deeds of sale Exhibits 10 and 9 in their favor, respectively, despite the provision in both documents for the registration thereof.

Indeed; the parties in Exh. 10 — Sanchez and Ruizo — had stipulated therein:

"Que el terreno objeto de esta venta es parte del titulo No.____, del vendedor, y que es nuestro deseo sin embargo que la presente se registre bajo la Ley No. 3344."[11]

What is more, as witness for petitioners herein, Jose R. Pastor — the notary public who prepared Exh. 10 and before whom it was acknowledged — testified positively that Sanchez had explicitly told him, on that occasion, and in the presence of Ruizo, that the 4-hectare land thereby conveyed to Ruizo is covered by a certificate of title, which was not produced then.

Likewise, the deed of sale Exh. 11, executed by Ruizo in favor of Viacrucis, provides:

"That * * it is our will that this document be registered under the provisions of Act 3344."

Similarly, the deed Exh. 9, executed by Mr. and Mrs. Viacrucis in favor of Clams Marquez, states:

"That the above-mentioned parcel is not registered under Act No. 496, otherwise known as the Land Registration Act nor under the Spanish Mortgage Law; and the parties hereto agree to register this instrument in the office of the Registry of Deeds of the Province of Leyte in accordance with the provisions of the Revised Administrative Code, as amended by Act No. 3344."[12]

Considering that Exhibit 10 had been delivered by Ruizo to Viacrucis, who, later, turned over Exhibits 10 and 11 to Claros Marquez, We are fully persuaded that, aware of the registered status of the land in question, petitioners herein had advisedly chosen to treat the same as an unregistered land. None of them claims to have relied upon OCT No. 243 in the name of Pedro Sanchez. They cannot invoke, therefore, the rights of a purchaser for value in good faith under the provisions of the Land Registration Act.

Upon the other hand, Orais had purchased said land, and taken possession thereof — at first, constructively, in consequence of the deed of sale in his favor, incorporated in the public document, Exhibit B, and, also, of the agreement Exh. G, between Orais and Costelo, and, then, actually, upon the expiration of Costelo's right of possession, under said Exh. G — apart from filing said Exh. B with the office of the Register of Deeds and having it recorded therein.

As between Pedro Sanchez, Orais and petitioners herein, the title to said land — if treated as an unregistered one — passed, therefore, to Orais either on June 8, 1936, the date of Exhibit B, or, on July 30, 1936, the date of Exhibit G, or, at the latest, on September 10, 1936, when Exhibit B was recorded in the office of the register of deeds.[13] Accordingly, Sanchez was no longer its owner when he sold it, on July 7, 1941, to Balentin Ruizo, who, as a consequence, acquired no title to said land, and conveyed none, on October 10, 1945, to Viacrucis, who, in turn, could not have transmitted any to Claros Marquez.[14]

Furthermore, petitioners could not possibly have acquired title to said land, as one registered under Act No. 496, inasmuch as the deeds of conveyance Exhibits 9, 10 and 11 in their favor and in that of their predecessor in

interest, Balentin Ruizo, have not been registered, and, pursuant to the provisions of said Act, "the act of registration shall be the operative act to convey and affect the land * * *." [15] Neither could the petitioner have acquired title by prescription, for "no title to registered land in derogation to that of the registered owner shall be acquired by prescription or adverse possession." [16] Hence, petitioners have given up the plea of prescription, on which they relied heavily in the court of first instance and the Court of Appeals, and now merely press the defense of laches, belatedly invoked, for the first time, ill the Court of Appeals and properly rejected by the same.

In short, whether the property in question is treated as a registered land or as one not registered under the provisions of Act No. 496, Orais has, therefore, a better right than petitioners herein, and the third assignment of error cannot be sustained.

WHEREFORE, the appealed decision of the Court of Appeals should be, as it is hereby affirmed, with costs against herein petitioners Mr. and Mrs. Viacruz and Mr. and Mrs. Marquez. It is so ordered.

Reyes, J.B.L., Makalintal, Zaldivar, Castro, Fernando, Teehankee, Barredo, Villamor, and Makasiar, JJ., concur.

[1] Patent No. 7335, Bu. of Lands No. H-11803.

[2] Atlas Consolidated Mining & Development Corp. vs. Workmen's Compensation Commission, L-22439, May 29, 1970.

[3] National Marketing Corp. vs. Marquez, L-25553, Jan. 31, 1969.

[4] J.M. Tuazon & Co., Inc. vs. Macalindong, L-15398, Dec. 29, 1962.

[5] People vs. Toledo, 51 Phil. 825.

[6] Orfanel vs. People, L-26877, Dec. 26, 1969, citing Filipinas Compania de Seguros vs. Tan Chauco, 85 Phil. 379, 388; Cabrera vs. Lopez, 84 Phil. 834, 837; Cristobal vs. People, 84 Phil. 473, 476; De Ralla vs. Director of Lands, 83 Phil. 491, 498; De Castro vs. Tamparong, 78 Phil. 804, 807; De las Alas vs. People, 78 Phil. 868, 870; Tan Si Kiok vs. Tiacho, 79 Phil. 696; Zubiri vs. Quijano, 74 Phil. 47, 48; De Luna vs. Linatoc, 74 Phil. 15; Garcia de Ramos vs. Yatco, 71 Phil. 178, 179-180; Gerio vs. Gerio, 71 Phil. 106, 107; Onglengco vs. Ozaeta, 70 Phil. 43, 47; Meneses vs. Commonwealth, 69 Phil. 647, 649; Roldan vs. Villaroman, 69 Phil. 12, 22; Mora Electric Co. vs. Matic, 68 Phil. 356, 358; Hodges vs. People, 68 Phil. 178, 185; Mamuyac vs. Abena, 67 Phil. 289; Mateo vs. Collector of Customs, 63 Phil. 470, 471; Guico vs. Mayuga, 63 Phil. 328, 331; Hodges vs. People, 40 O.G. (1st Supplement) 227, 234.

[7] Record on Appeal, pp. 179-180.

[8] That the document would be registered pursuant to Act No. 3344.

[9] A copy of which is Annex 5 to the Amended Answer in Intervention, Record on Appeal, pp. 151-153.

[10] Exhibits D and D-1 to D-4.

[11] *Italics ours.*

[12] *Italics ours.*

[13] Arts. 1477, 1498, and 1544 of our Civil Code.

[14] Arts. 1505 and 1544, Civil Code.

[15] Section 50, Act No. 496.

[16] Pursuant to section 46 of said Act.

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