

PEDRO OLIVERAS, TEODORA GASPAR, MELECIO OLIVERAS AND ANICETA MINOR, PLAINTIFFS-APPELLEES, VS. CANDIDO LOPEZ, SEVERO LOPEZ, HIPOLITO LOPEZ, EUGENIA LOPEZ, PRIMITIVO GASPAR, CORAZ...

G.R. No. L-29727. December 14, 1988

Ponente: FERNAN, C.J.

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FERNAN, C.J.:

This case exemplifies the Filipino custom of keeping inherited property in a prolonged juridical condition co-ownership.

Lorenzo Lopez owned Lot 4685 of the Cadastral survey of Villasis, Pangasinan with an area of 69,687 square meters as evidenced by Original Certificate of Title No. 15262.[1] In December, 1931, Lorenzo Lopez died,[2] leaving said property to his wife, Tomasa Ramos and six (6) children. From that time on, the heirs of Lorenzo Lopez did not initiate any moves to legally partition the property.

More than twenty-one years later, or on February 11, 1953, Tomasa Ramos and her eldest son, Candido Lopez, executed a deed of absolute sale of the "eastern undivided four thousand two hundred and fifty seven-square meters (4,257) more or less, of the undivided portion of (their) interests, rights and participation" over Lot 4685, in favor of the spouses Melecio Oliveras and Aniceta Minor, in consideration of the amount of one thousand pesos (P1,000).[3]

On the same day, Tomasa and Candido executed another deed of absolute sale of the "undivided" four thousand two hundred and fifty-seven (4,257) square meters of the "eastern part" of Lot 4685 in favor of the spouses Pedro Oliveras and Teodora Gaspar, also in consideration of P1,000.[4] Each of the said documents bear the thumbmark of Tomasa and the signature of Candido.

In his affidavit also executed on February 11, 1953, Candido stated that a month prior to the execution of the deed of sale in favor of Melecio Oliveras, he offered his: "undivided portion" of Lot 4685 to his "adjacent owners" but none of them was "in a position to purchase" said property.[5]

Since the execution of the two deeds of absolute sale, the vendees, brothers Melecio and Pedro, had been paying the real property taxes for their respectively purchased properties.[6] They also had been in possession of their purchased properties which, being planted to palay and peanuts, were segregated from the rest of Lot 4685 by dikes.[7]

More than thirteen years later or on November 21, 1966, the counsel of the Oliveras brothers wrote the heirs of Lorenzo Lopez reminding them of the Oliverases' demands to partition the property so that they could acquire their respective titles thereto without resorting to court action, and that, should they fail to respond, he would be forced to file a case in court.[8] Apparently, the Lopezes did not answer said letter since on December 15, 1966, the Oliveras brothers and their wives filed a complaint for partition and damages[9] in the Court of First Instance

of Pangasinan.[10]

The Oliverases stated in their complaint that possession of the disputed properties was delivered to them with the knowledge and consent of the defendants; that they had been paying the real estate taxes thereon; that prior to the sale, said properties were offered to the other co-owners for sale but they refused to buy them; that on February 18, 1953, the transactions were duly annotated and entered in the Memorandum of encumbrances of OCT No. 15262 as adverse claims; and that their desire to segregate the portions of Lot 4685 sold to them was frustrated by defendants' adamant refusal to lend them the owner's duplicate of OCT No. 15262 and to execute a deed of partition of the whole lot.

In claiming moral damages in the amount of P2,000.00 plaintiffs alleged that defendants also refused to allow them to survey and segregate the portions bought by them. Plaintiffs prayed that the court order the defendants to partition Lot 4685 and to allow them to survey and segregate the portions they had purchased. They also demanded payment of P800.00 as attorney's fees and cost of the suit.

In their answer, the defendants alleged that no sale ever transpired as the alleged vendors could not have sold specific portions of the property; that plaintiffs' possession and occupation of specific portions of the properties being illegal, they could not ripen into ownership; and that they were not under any obligation to lend their copy of the certificate of title or to accede to plaintiffs' request for the partition or settlement of the property. As special and affirmative defenses, the defendants contended that the deeds of sale were null and void and hence, unenforceable against them; that the complaint did not state a cause of action and that the cause or causes of action, if any, had prescribed.

Defendants averred in their counterclaim that despite repeated demands, plaintiffs refused and failed to vacate the premises; that the properties occupied by the plaintiffs yielded an average net produce in palay and peanuts in the amount of P1,600.00 annually, and that the complaint was filed to harass them. They prayed for the dismissal of the complaint and the payment of P1,600.00 per year from 1953 until plaintiffs shall have vacated the premises and P1,000.00 for attorney's fees.

Plaintiffs filed an answer to defendants' counterclaim, denying all the allegations therein and stating that defendants never demanded that plaintiffs vacate the portions of Lot 4685 they had bought.

The lower court explored the possibility of an amicable settlement between the parties without success. Hence, it set the case for trial and thereafter, it rendered a decision[11] declaring valid the deeds of absolute sale[12] and ordering the defendants to allow the segregation the sold portions of Lot 4685 by a licensed surveyor in order that the plaintiffs could obtain their respective certificates of title over their portions of said lot.

In resolving the case, the lower court passed upon the issue of whether the two deeds of absolute sale were what they purported to be or merely mortgage documents. It considered as indicia of plaintiffs' absolute dominion over the portions sold to them their actual possession thereof without any opposition from the defendants until the filing of the complaint, their payment of taxes thereon and their having benefited from the produce of the land. The court ruled that the defendants' testimonial evidence that the deeds in question were merely mortgage documents cannot overcome the evidentiary value of the public instruments presented by the plaintiffs.

On the issue of whether the two deeds of absolute sale were null and void considering that the land subject thereof had not yet been partitioned, the court observed that the total area of 8,514 square meters sold to plaintiffs by Candido was less than his share should Lot 4685 with an area of 69,687 square meters be divided among the six children of Lorenzo Lopez and their mother. In this connection, the lower court also found that during his lifetime, and before Candido got married, Lorenzo Lopez had divided Lot 4685 among his children who then took

possession of their respective shares.[*]

The defendants appealed said decision to this Court contending that the lower court erred in declaring the two deeds of absolute sale as valid, in ordering the segregation of the sold portions of Lot 4685 to enable the plaintiffs to obtain their respective certificates of title, and in not considering their defense of prescription.

The extrinsic validity of the two deeds of absolute sale is in issue in this case in view of the finding of the trial court that the defendants admittedly do not question their due execution.[13] What should pre-occupy the Court is the intrinsic validity of said deeds insofar as they pertain to sales of designated portions of an undivided, co-owned property.

In a long line of decisions, this Court has held that before the partition of a land or thing held in common, no individual co-owner can claim title to any definite portion thereof. All that the co-owner has is an ideal or abstract quota or proportionate share in the entire land or thing.[14]

However, the duration of the juridical condition of co-ownership is not limitless. Under Articles 494 and 1083 of Civil Code, co-ownership of an estate should not exceed the period of twenty (20) years. And, under the former article, any agreement to keep a thing or property undivided should be for a ten-year period only. Where the parties stipulate a definite period of indivision which exceeds the maximum allowed by law, said stipulation shall be void only as to the period beyond such maximum[15].

Although the Civil Code is silent as to the effect of the indivision of a property for more than twenty years, it would be contrary to public policy to sanction co-ownership beyond the period set by the law. Otherwise, the 20-year limitation expressly mandated by the Civil Code would be rendered meaningless.

In the instant case, the heirs of Lorenzo Lopez maintained the co-ownership for more than twenty years. We hold that when Candido and his mother (who died before the filing of the complaint for partition) sold definite portions of Lot 4685, they validly exercised dominion over them because, by operation of law, the co-ownership had ceased. The filing of the complaint for partition by the Oliverases who, as vendees, are legally considered as subrogated to the rights of Candido over portions of Lot 4685 in their possession[16], merely served to put a stamp of formality on Candido's otherwise accomplished act of terminating the co-ownership.

The action for partition has not prescribed. Although the complaint was filed thirteen years from the execution of the deeds of sale and hence, as contended by the defendants-appellants, prescription might have barred its filing under the general provision of Article 1144 (a) of the Civil Code, Article 494 specifically mandates that each co-owner may demand at any time the partition of the thing owned in common insofar as his share is concerned. Hence, considering the validity of the conveyances of portions of Lot 4685 in their favor and as subrogees of Candido Lopez, the Oliverases' action for partition was timely and properly filed.[17]

We cannot write *finis* to this decision without commenting on the compliance with the resolution of September 1, 1986 of counsel for defendants-appellants. In said resolution, the court required the parties to move in the premises "considering the length of time that this case has remained pending in this Court and to determine whether or not there might be supervening events which may render the case moot and academic." [18] In his manifestation and motion dated August 12, 1987, said counsel informed the Court that he had contacted the defendants-appellants whom he advised "to move in the premises which is the land in question and to maintain the status quo with respect to their actual possession thereon" and that he had left a copy of said resolution with the defendants-appellants "for their guidance in the compliance of their obligations (sic) as specified in said resolution". [19]

Obviously, said counsel interpreted literally the Court's directive "to move in the premises". For the enlightenment

of said counsel and all others of similar perception, a "move in the premises" resolution is not a license to occupy or enter the premises subject of litigation especially in cases involving real property. A "move in the premises" resolution simply means what is stated therein: the parties are obliged to inform the Court of developments pertinent to the case which may be of help to the Court in its immediate disposition.

WHEREFORE, the decision of the lower court insofar as it declares the validity of the two deeds of sale and directs the partition of Lot 4685, is AFFIRMED. The lower court is hereby ordered to facilitate with dispatch the preparation of a project of partition which it should thereafter approve. This decision is immediately executory. No costs.

SO ORDERED.

Gutierrez, Jr., Bidin, and Cortes, JJ., concur.
Feliciano, J., concur in the result.

[1] Exh. A

[2] TSN, October 9, 1967, p. 2

[3] Exh. B

[4] Exh. F

[5] Exh. G.

[6] Exhs. C to C-14; Exhs. I to I-13.

[7] TSN, July 17, 1967, p. 10.

[8] Exh. E.

[9] Named defendants therein were Candido, Severo, Hipolito, Eugenia and Corazon Lopez, Eugenia's husband Primitivo Gaspar, Corazon's husband Alejandro Cacayurin and the heirs of Catalina Lopez, namely, Faustina Botuyan and her husband Modesto Salazar, Adoracion Botuyan and her husband Claudio Ganotice and Enong Botuyan.

[10] Civil Case No. U-973.

[11] Penned by Judge Amado S. Santiago

[12] Exhs. B & F

[*] The lower court underplayed the significance of this finding in the absence of documentary evidence attesting to a formal partition of the property, and the fact that in his testimony, Pedro Olivares himself surmised that when Lorenzo Lopez died, his children were still minors and could not have taken possession of their respective designated portions in the real property (TSN, October 9, 1967, p. 5).

[13] Record on Appeal, p. 28).

[14] Diversified Credit Corporation vs. Rosado, L-27983, December 24, 1968, 26 SCRA 470.

[15] II Tolentino, Civil Code of the Philippines, 1972, ed., p. 494 citing 7 Llerena 505.

[16] See Dancel vs. Dancel, 29 Phil. 25

[17] De Castro vs. Echarri, 20 Phil. 24

[18] Rollo, p. 32

[19] Rollo, pp. 39-40

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