

**VICTORIO BLANCO AND FIDELA BLANCO, ASSISTED BY HER
HUSBAND MAXIMO LIWAG, PLAINTIFFS-APPELLANTS, V.S.
GUILLERMO BALLON, SANTIAGO BAILON, TEOFILO BAILON,
CONCEPCION BAILON, AND JO...**

G.R. No. L-7342. April 28, 1956

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Plaintiffs as the Heirs of Mariano Blanco, who in 1941 sold a part of his homestead to Molecia B. Corpuz, sued defendant s, an the heirs of Melecia, to enforce" the statutory right of repurchase granted by section 119 of Commonwealth Act No. 141, and to recover damages.

Filed in the Isabela court of first instance, the complaint is dated June 10, 1952.

It appears that the conveyance in 1941 was not registered in the office of the register of deeds. However, on June 15, 1949 the lie its in plaintiffs in an "extra judicial partition and transfer", .made after the death of Mariano Blanco in 1946. acknowledged the previous sale to Molecia Corpuz by making it appear that they themselves had sold the land to her. This deed, was filed with the register of deeds on June 23, 1949.

The principal defense rooted on the plea of proscription, the five-year period allowed by law having expired, inasmuch as the sale by Mariano had taken place in 1941. In reply, plaintiffs contended, and the trial judge so declared, that the five-year period began from 1949 when the transfer had been officially recorded upon presentation of the aforesaid "extrajudicial partition".

The main question in this appeal is whether the five-year period of redemption began from the date of the execution of the contract (1941) or from the date of its registration in the office of the register of deeds (1949). There is no doubt that the conveyance to Melecia B. Corpuz was fully executed in 1941, the deed of sale having been approved by the Department of Agriculture on April 22, 1941.

The lower court, and the plaintiffs, point out that, because the homestead was registered under the Torrens system, that section of Act 496 providing; that the "registration (in the registry of deeds) shall be the operative act to convey and affect the land governs the situation; and that on consequently, the homestead should be deemed to have been conveyed on June 23, 1949, from which date the five-year period should be computed.

This Court has resolved this very in *sac* in *Galasinao v. Austria*, L-7918, May 25, 1955. Mr. Justice Labrador for this Court said:

"Does 'conveyance' as used above (sec 119 C. Act 141) mean the actual sale or transfer, or does it mean the registration of the deed evidencing it? The trial court held that 'conveyance' implies registration, because Section 50 of the Land Registration Act provides that the act of registration shall be the operative act to convey and affect the land. And plaintiffs-appellees argue in support of this ruling that an unregistered deed does not convey title or ownership but operates only as an executory contract to convey. Such a construction is belied by the language of the law (Section 50, Land Registration Act) itself, which is as follows:

'x x x. But no deed x x x shall take effect as a conveyance or bind the land, but shall operate only as a contract between the parties and as evidence of authority to the clerk or registry of deeds to make registration.x x x.'

In a long line of decisions we have held, following the language of the law, that as between the parties of a contract of sale registration is not necessary to make it valid and effective, for actual notice is equivalent to registration x x x.

It can be seen, therefore, that in so far as the owner of the homestead, Jose Lagon, is concerned, the conveyance mentioned in Section 119 of the Public Land Law is the actual date thereof, and not the date of the registration of the deed of sale. x x x

As respects the children of Jose Lagon, the other plaintiffs-appellees, they may not be considered third parties because there is a privity of Interest between them and their father. They only succeed to whatever rights their father had and what is valid and binding against him is also valid binding as against him is also valid and binding as against him is also valid binding as against them.” (Underscoring ours)

Hence, it must be held that plaintiffs have lost their right to repurchase and their demand for consequential damages must necessarily fail.

On the other hand the defendants' claim attorney's fees and other expenses under Art. 2208 par. 4, New Civil Code should not be granted, considering that our direct pronouncement on the issue was promulgated only on May 21, 1955, after the submission by plaintiffs of their printed brief.

Wherefore, the appealed judgment will be reversed, and the defendants absolved from all liability. No costs. So ordered.

Paras, C.J., Bengzon, Padilla, Montemayor, Reyes, A., Jugo, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., and Endencia, JJ., concur.

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