

**CORNELIO PAMPLONA ALIAS GEMINIANO PAMPLONA AND
APOLONIA ONTE, PETITIONERS, VS. VIVENCIO MORETO, VICTOR
MORETO, ELIGIO MORETO, MARCELO MORETO, PAULINA MORETO,
ROSARIO MORETO, MAR...**

G.R. No. L-33187. March 31, 1980

Ponente: GUERRERO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/fbe6a3297f7a/>

GUERRERO, J.:

This is a petition for certiorari by way of appeal from the decision of the Court of Appeals[1] in CA-G.R. No. 35962-R, entitled "Vivencio Moreto, et al., Plain-tiffs-Appellees vs. Cornelio Pamplona, et al., Defendants-Appellants," affirming the decision of the Court of First Instance of Laguna, Branch I at Biñan.

The facts, as stated in the decision appealed from, show that:

"Flaviano Moreto and Monica Maniega were husband and wife. During their marriage, they acquired adjacent lots Nos. 1495, 4545, and 1496 of the Calamba Friar Land Estate, situated in Calamba, Laguna, containing 781,544 and 1,021 square meters respectively, and covered by certificates of title issued in the name of "Flaviano Moreto, married to Monica Maniega."

"The spouses Flaviano Moreto and Monica Maniega begot during their marriage six (6) children, namely, Ursulo, Marta, La Paz, Alipio, Pablo, and Leandro, all surnamed Moreto.

"Ursulo Moreto died intestate on May 24, 1959 leaving as his heirs herein plaintiffs Vivencio, Marcelo, Rosario, Victor, Paulina, Marta and Eligio, all sur-named Moreto.

"Marta Moreto died also intestate on April 30, 1938 leaving as her heir plaintiff Victoria Tuiza.

"La Paz Moreto died intestate on July 17, 1954 leaving the following heirs, namely, herein plaintiffs Pablo, Severina, Lazaro, and Lorenzo, all surnamed Mendoza.

"Alipio Moreto died intestate on June 30, 1943 leaving as his heir herein plaintiff Josefina Moreto.

"Pablo Moreto died intestate on April 25, 1942 leaving no issue and as his heirs his brother plaintiff Leandro Moreto and the other plaintiffs herein.

"On May 6, 1946, Monica Maniega died intestate in Calamba, Laguna.

"On July 30, 1952, or more than six (6) years after the death of his wife Monica Maniega, Flaviano Moreto, without the consent of the heirs of his said deceased wife Monica, and before any liquidation of the conjugal partnership of Monica and Flaviano could be effected, executed in favor of Geminiano Pamplona, married to defendant Apolonia Onte, the deed of absolute sale (Exh. "1") covering lot No. 1495 for P900.00. The deed of Sale (Exh. "1") contained a description of lot No. 1495 as having an area of 781 square meters and covered by transfer certificate of title No. 14570 issued in the name of Flaviano Moreto, married to Monica Maniega, although the lot was acquired during their marriage. As a result of the sale, the said certificate of title was

cancelled and a new transfer certificate of title No. T-5671 was issued in the name of Geminiano Pamplona married to Apolonia Onte (Exh. "A").

"After the execution of the above-mentioned deed of sale (Exh. "1"), the spouses Geminiano Pamplona and Apolonia Onte constructed their house on the eastern part of lot 1496 as Flaviano Moreto, at the time of the sale, pointed to it as the land which he sold to Gemi-niano Pamplona. Shortly thereafter, Rafael Pamplona, son of the spouses Geminiano Pamplona and Apolonia Onte, also built his house within lot 1496 about one meter from its boundary with the adjoining lot. The vendor Flaviano Moreto and the vendee Gemaniano Pamplona thought all the time that the portion of 781 square meters which was the subject matter of their sale transaction was No. 1495 and so lot No. 1495 appears to be the subject matter in the deed of sale (Exh. "1") although the fact is that the said portion sold thought of by the parties to be lot No. 1495 is a part of lot No. 1496.

"From 1956 to 1960, the spouses Geminiano Pamplona and Apolonia Onte enlarged their house and they even constructed a piggery corral at the back of their said house about one and one-half meters from the eastern boundary of lot 1496.

"On August 12, 1956, Flaviano Moreto died intes-tate. In 1961, the plaintiffs demanded on the defendants to vacate the premises where they had their house and piggery on the ground that Flaviano Moreto had no right to sell the lot which he sold to Geminiano Pamplona as the same belongs to the conjugal partnership of Flaviano and his deceased wife and the latter was already dead when the sale was executed without the consent of the plaintiffs who are the heirs of Monica. The spouses Geminiano Pamplona and Apolonia Onte refused to vacate the premises occupied by them and hence, this suit was instituted by the heirs of Monica Maniega seeking for the declaration of the nullity of the deed of sale of July 30, 1952 above-mentioned as regards one-half of the property subject matter of said deed; to declare the plaintiffs as the rightful owners of the other half of said lot; to allow the plaintiffs to redeem the one-half portion thereof sold to the defendants 'After pay-ment of the other half of the purchase price'; to order the defendants to vacate the portions occupied by them; to order the defendants to pay actual and moral damages and attorney's fees to the plaintiffs; to order the defendants to pay plaintiffs P120.00 a year from August 1958 until they have vacated the premises occupied by them for the use and occupancy of the same.

"The defendants claim that the sale made by Flaviano Moreto in their favor is valid as the lot sold is registered in the name of Flaviano Moreto and they are purchasers believing in good faith that the vendor was the sole owner of the lot sold.

"After a relocation of lots 1495, 1496 and 4545 made by agreement of the parties, it was found out that there was mutual error between Flaviano Moreto and the defendants in the execution of the deed of sale because while the said deed recited that the lot sold is lot No. 1495, the real intention of the parties is that it was a portion consisting of 781 square meters of lot. No. 1496 which was the subject matter of their sale transaction.

"After trial, the lower court rendered judgment, the dispositive part thereof being as follows:

'WHEREFORE, judgment is hereby ren-dered for the plaintiffs declaring the deed of absolute sale dated July 30, 1952 pertaining to the eastern portion of Lot 1496 covering an area of 781 square meters null and void as regards the 390.5 square meters of which plaintiffs are hereby declared the rightful owners and entitled to its possession.

'The sale is ordered valid with respect to the eastern one-half (1/2) of 781 square meters of Lot 1496 measuring 390.5 square meters of which defendants are declared lawful owners and entitled to its possession.

'After proper survey segregating the eastern one-half portion with an area of 390.5 square meters of Lot 1496, the defendants shall be entitled to a certificate of title covering said por-tion and Transfer Certificate of Title No. 9843 of the office of the Register of Deeds of Laguna shall be cancelled accordingly and new titles issued to the plaintiffs and to the defendants covering their respective portions.

"Transfer Certificate of Title No. 5671 of the office of the Register of Deeds of Laguna covering Lot No. 1495 and registered in the name of Cornelio Pamplona, married to Apolonia Onte, is by virtue of this decision ordered can-celled. The defendants are ordered to surrender to the office of the Register of Deeds of Laguna the owner's duplicate of Transfer Certificate of Title No. 5671 within thirty (30) days after this decision shall have become final for cancellation in accordance with this decision.

"Let copy of this decision be furnished the Register of Deeds for the province of Laguna for his information and guidance.

"With costs against the defendants." [2]

The defendants-appellants, not being satisfied with said judgment, appealed to the Court of Appeals, which affirmed the judgment, hence they now come to this Court.

The fundamental and crucial issue in the case at bar is whether under the facts and circumstances duly established by the evidence, petitioners are entitled to the full ownership of the property in litigation, or only one-half of the same.

There is no question that when the petitioners purchased the property on July 30, 1952 from Flaviano Moreto for the price of P900.00, his wife Monica Maniega had already been dead six years before, Monica having died on May 6, 1946. Hence, the conjugal partnership of the spouses Flaviano Moreto and Monica Maniega had already been dissolved. (Article 175, (1) New Civil Code; Article 1417, Old Civil Code). The records show that the conjugal estate had not been inventoried, liquidated, settled and divided by the heirs thereto in accordance with law. The necessary proceedings for the liquidation of the conjugal partnership were not instituted by the heirs either in the testate or intestate proceedings of the deceased spouse pursuant to Act 3176 amending Section 685 of Act 190. Neither was there an extra-judicial partition between the surviving spouse and the heirs of the deceased spouse nor was an ordinary action for partition brought for the purpose. Accordingly, the estate became the property of a community between the surviving husband, Flaviano Moreto, and his children with the deceased Monica Maniega in the concept of a co-ownership.

"The community property of the marriage, at the dissolution of this bond by the death of one of the spouses, ceases to belong to the legal partnership and becomes the property of a community, by operation of law, between the surviving spouse and the heirs of the deceased spouse, or the exclusive property of the widower or the widow, if he or she be the heir of the deceased spouse. Every co-owner shall have full ownership of his part and in the fruits and benefits derived therefrom, and he therefore may alienate, assign or mortgage it, and even substitute another person in its enjoyment, unless personal rights are in question." (Marigsa vs. Macabuntoc, 17 Phil. 107)

In Borja vs. Addison, 44 Phil. 895, 906, the Supreme Court said that "(t)here is no reason in law why the heirs of the deceased wife may not form a partnership with the surviving husband for the management and control of the community property of the marriage and conceivably such a partnership, or rather community of property, between the heirs and the surviving husband might be formed without a written agreement." In Prades vs. Tecson, 49 Phil. 230, the Supreme Court held that "(a)lthough, when the wife dies, the surviving husband, as administrator of the community property, has authority to sell the property without the concurrence of the children of the marriage, nevertheless this power can be waived in favor of the children, with the result of bringing about a conventional ownership in common between the father and children as to such property; and any one purchasing with knowledge of the changed status of the property will acquire only the undivided interest of those members of the family who join in the act of conveyance."

It is also not disputed that immediately after the execution of the sale in 1952, the vendees constructed their house on the eastern part of Lot 1496 which the vendor pointed out to them as the area sold, and two weeks

thereafter, Rafael who is a son of the vendees, also built his house within Lot 1496. Subsequently, a cemented piggery coral was constructed by the vendees at the back of their house about one and one-half meters from the eastern boundary of Lot 1496. Both vendor and vendees believed all the time that the area of 781 sq. meters subject of the sale was Lot No. 1495 which according to its title (T.C.T. No. 14570) contains an area of 781 sq. meters so that the deed of sale between the parties identified and described the land sold as Lot 1495. But actually, as verified later by a surveyor upon agreement of the parties during the proceedings of the case below, the area sold was within Lot 1496.

Again, there is no dispute that the houses of the spouses Cornelio Pamplona and Apolonia Ante as well as that of their son Rafael Pamplona, including the concrete piggery coral adjacent thereto, stood on the land from 1952 up to the filing of the complaint by the private respondents on July 25, 1961, or a period of over nine (9) years. And during said period, the private respondents who are the heirs of Monica Maniega as well as of Flaviano Moreto who also died intestate on August 12, 1956, lived as neighbors to the petitioners-vendees, yet lifted no finger to question the occupation, possession and ownership of the land purchased by the Pamplonas, so that We are persuaded and convinced to rule that private respondents are in estoppel by laches to claim half of the property in dispute as null and void. Estoppel by laches is a rule of equity which bars a claimant from presenting his claim when, by reason of abandonment and negligence, he allowed a long time to elapse without presenting the same. (International Banking Corporation vs. Yared, 59 Phil, 92)

We have ruled that at the time of the sale in 1952, the conjugal partnership was already dissolved six years before and therefore, the estate became a co-ownership between Flaviano Moreto, the surviving husband, and the heirs of his deceased wife, Monica Maniega. Article 493 of the New Civil Code is applicable and it provides as follows:

"Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership."

We agree with the petitioner that there was a partial partition of the co-ownership when at the time of the sale Flaviano Moreto pointed out the area and location of the 781 sq. meters sold by him to the petitioners-vendees on which the latter built their house and also that whereon Rafael, the son of petitioners likewise erected his house and an adjacent coral for piggery.

Petitioners point to the fact that the spouses Flaviano Moreto and Monica Maniega owned three parcels of land denominated as Lot 1495 having an area of 781 sq. meters, Lot 1496 with an area of 1,021 sq. meters, and Lot 4545 with an area of 544 sq. meters. The three lots have a total area of 2,346 sq. meters. These three parcels or lots are contiguous with one another as each is bounded on one side by the other, thus: Lot 4545 is bounded on the northeast by Lot 1495 and on the south-west by Lot 1496. Lot 1495 is bounded on the west by Lot 4545. Lot 1496 is bounded on the west by Lot 4545. It is therefore, clear that the three lots constitute one big land. They are not separate properties located in different places but they abut each other. This is not disputed by private respondents. Hence, at the time of the sale, the co-ownership constituted or covered these three lots adjacent to each other. And since Flaviano Moreto was entitled to one-half pro-indiviso of the entire land area or 1,173 sq. meters as his share, he had a perfect legal and lawful right to dispose of 781 sq. meters of his share to the Pamplona spouses. Indeed, there was still a remainder of some 392 sq. meters belonging to him at the time of the sale.

We reject respondent Court's ruling that the sale was valid as to one-half and invalid as to the other half for the very simple reason that Flaviano Moreto, the vendor, had the legal right to more than 781 sq. meters of the

communal estate, a title which he could dispose, alienate in favor of the vendees-petitioners. The title may be pro-indiviso or inchoate but the moment the co-owner as vendor pointed out its location and even indicated the boundaries over which the fences were to be erected with-out objection, protest or complaint by the other co-owners, on the contrary they acquiesced and tolerated such alienation, occupation and possession, We rule that a factual partition or termination of the co-ownership, although partial, was created, and barred not only the vendor, Flaviano Moreto, but also his heirs, the private respondents herein from asserting as against the vendees-petitioners any right or title in derogation of the deed of sale executed by said vendor Flaviano Moreto.

Equity commands that the private respondents, the successors of both the deceased spouses, Flaviano Moreto and Monica Maniega be not allowed to impugn the sale executed by Flaviano Moreto who indisputably received the consideration of P900.00 and which he, including his children, benefitted from the same. Moreover, as the heirs of both Monica Maniega and Flaviano Moreto, private respondents are duty-bound to comply with the provisions of Article 1458 and 1495, Civil Code, which is the obligation of the vendor of the property of delivering and transferring the ownership of the whole pro-perty sold, which is transmitted on his death to his heirs, the herein private respondents. The articles cited provide, thus:

"Art. 1458. By the contract of sale one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other party to pay therefor a price certain in money or its equivalent.

A contract of sale may be absolute or conditional."

"Art. 1495. The vendor is bound to transfer the ownership of and deliver, as well as warrant the thing which is the object of the sale."

Under Article 776, New Civil Code, the inheritance which private respondents received from their deceased parents and/or predecessors-in-interest included all the property rights and obligations which were not extinguished by their parents' death. And under Art. 1311, paragraph 1, New Civil Code, the contract of sale executed by the deceased Flaviano Moreto took effect between the parties, their assigns and heirs, who are the private respondents herein. Accordingly, to the private respondents is transmitted the obligation to deliver in full ownership the whole area of 781 sq. meters to the petitioners (which was the original obligation of their predecessor Flaviano Moreto) and not only one-half thereof. Private respondents must comply with said obligation.

The records reveal that the area of 781 sq. meters sold to and occupied by petitioners for more than 9 years already as of the filing of the complaint in 1961 had been re-surveyed by private land surveyor Daniel Aranas. Petitioners are entitled to a segregation of the area from Transfer Certificate of Title No. T-9843 covering Lot 1496 and they are also entitled to the issuance of a new Transfer Certificate of Title in their name based on the relocation survey.

WHEREFORE, IN VIEW OF THE FOREGOING, the judgment appealed from is hereby AFFIRMED with modification in the sense that the sale made and executed by Flaviano Moreto in favor of the petitioners-vendees is hereby declared legal and valid in its entirety.

Petitioners are hereby declared owners in full ownership of the 781 sq. meters at the eastern portion of Lot 1496 now occupied by said petitioners and whereon their houses and piggy coral stand.

The Register of Deeds of Laguna is hereby ordered to segregate the area of 781 sq. meters from Certificate of Title No. 9843 and to issue a new Transfer Certificate of Title to the petitioners covering the segregated area of 781 sq. meters.

No costs.

SO ORDERED.

Teehankee, Acting C.J., (Chairman), Makasiar, Fernandez, De Castro, and Melencio-Herrera, JJ., concur.

[1] Second Division: Perez, J., ponente; Reyes, J., concurring and Enriquez, J., concurring in the result.

[2] Records, pp. 12-17.

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.