

ENRIQUE CUISON, ET AL. PLAINTIFFS AND APPELLEES VS. ISIDRO G. FERNANDEZ AND ANTONIO BENGZON, IN HIS CAPACITY AS REGISTRAR OF DEEDS OF PANGASINAN, DEFENDANTS AND APPELLANTS

G. R. No. 11764. January 31, 1959

Ponente: PADILLA, J.

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PADILLA, J.:

The plaintiffs seek to recover from the defendant Isidro G. Fernandez possession and ownership of one-half of two parcels of land situate at barrio Umanday, municipality of Bugallon, province of Pangasinan, containing an aggregate area of 42,060 sq. m., described in transfer certificate of title No. 2476, issued in his name by the Registrar of Deeds in and for the province of Pangasinan. The defendant Antonio Bengzon is joined or impleaded as defendant in his capacity as Registrar of Deeds. In addition, they seek, to collect the sum of p6,000 as damages and P600 yearly until possession thereof is returned to them, and costs of the suit, and pray for other just and equitable relief. After denial, of the defendant Fernandez's motion to dismiss, he filed an answer with counterclaim for damages in the sum of P11,000. The plaintiffs' motion to dismiss the defendant's counterclaim was denied. The defendant Registrar of Deeds did not file an answer to the complaint.

On 3 July 1953 the parties submitted to the Court the following stipulation of facts:

COME now the parties, by their undersigned attorneys, and to this Honorable Court respectfully submit the following agreed stipulation of facts, to wit:

- That, as evidenced by Original Certificate of Title No. 18699 of the Register of Deeds of Pangasinan issued by virtue of the decision and decree in Registration Case No. 211, G.L.R.O. Record No. 12816, the spouses Domingo Cuison and Vicenta Mejia are the registered owners of the two parcels of land described in paragraph 3 of the complaint as their conjugal partnership property. A copy of Original Certificate of Title No. 18699 and the decision in Registration Case No. 211 are hereto attached and made a part hereof as Exhibits "A" and "B", respectively.
- That Vicenta Mejia, one of the above-named spouses died on April 15, 1923 as evidenced by the death certificate hereto attached and made a part hereof as Exhibit "C";
- That on July 1, 1925, that is more than two years after the death of said Vicenta Mejia, the surviving spouse Domingo Cuison sold and conveyed for the sum of P2,100.00 the two parcels of land described in paragraph 3 of the complaint to the defendant Isidro G. Fernandez. A certified copy of the deed of sale executed by Domingo Cuison in favor of defendant Isidro G. Fernandez, is hereto attached and made a part hereof as Exhibit "D";
- That defendant Isidro Fernandez registered the deed of sale, Exhibit "D", executed in his favor by Domingo Cuison in the Office of the Register of Deeds of Pangasinan on July 8, 1925, and by virtue of the registration of the said deed of sale (Exhibit "D"), the Register of Deeds of Pangasinan, the defendant Antonio Bengzon,

issued Transfer Certificate of Title No. 2476 in the name of Isidro G. Fernandez over the two parcels of land described in paragraph 3 of the complaint. A certified copy of Transfer Certificate of Title No. 2476 in the name of Isidro G. Fernandez is hereto attached and made a part hereof as Exhibit "1";

- That on May 9, 1922, the spouses Domingo Cuison and Vicenta Mejia sold the two parcels of land in question by way of pacto de retro in. favor of one Marcos Viray Ferrer in the sum of P800.00 . within the period of three years from said date, A copy of said pacto de retro sale is hereto attached and made a part hereof as Exhibit "2";

- That on July 2, 1925, as, per agreement of Domingo Cuison and Marcos Viray Ferrer, the former redeemed and repurchased from the latter the two parcels off lands described in paragraph 3 of the complaint which was (were) sold pacto de retro under Exhibit "2" ; A copy of the deed of repurchase is hereto attached and made a part hereof as Exhibit "3";

- That defendant Isidro G. Fernandez has been in continuous adverse possession of the two parcels of land described in the complaint since the execution of the deed of sale (Exhibit "D") in 1925 up to the present writing;

- That both parties hereby reserve the right to offer and present other evidence in support of their respective claims and in addition to the foregoing stipulation of facts ;

WHEREFORE, both parties hereby respectfully pray that the foregoing stipulation of facts be admitted and that the parties be allowed to present further evidence in support of their respective claims.. (Pp. 40-42, Rec. on App.)

On the day set for the trial of the case for the parties to present evidence in support of their respective claims and contentions, upon motion of the plaintiffs in open court, the Court declared the defendant Registrar of Deeds in default (p. 6, t.s.n.)

After trial and upon the foregoing stipulation of facts, the Court rendered judgment, the dispositive part of which is;

WHEREFORE, the plaintiffs are hereby declared entitled to one-half pro indiviso of the parcels of land described in par. 3 of the complaint as heirs of Vicenta Mejia, in the proportion of one share each for plaintiffs Enrique Cuison, Cresencia Cuison, and Lope Cuison and the;fourth share to both the plaintiffs Geminiano and Jose Cuison; the defendant Isidro G. Fernandez is hereby ordered to execute a deed, sufficient in law, conveying in favor of the plaintiffs one-half undivided portion of said parcels of land; and the Register of Deeds of this province is hereby directed, on the basis of said deed, to cancel Transfer Certificate of Title No. 2476 in the name of defendant Isidro G. Fernandez and to issue, in lieu thereof, upon payment of his fees, another Transfer Certificate of Title in the name of Isidro G, Fernandez and the plaintiffs, in the proportion of one-half pro indiviso for Isidro G. Fernandez, and the remaining one-half pro-indiviso in favor of the plaintiffs in four equal shares, one share each for Enrique Cuison, Cresencia Cuison, and Lope Cuison, and one share for both Geminiano and Jose Cuison.

The defendant Isidro G. Fernandez is further ordered to deliver to the plaintiffs by way of damages representing unrealized crop yield the amount of thirty-seven and one-half (37½) cavanese of rice per year, from the filing of the complaint in 1950 to the date this judgment shall become final, such delivery to be either in kind or in the monetary equivalent thereof at the date of execution of this judgment.

The said defendant is further assessed the costs of this litigation. (Pp. 43, 57-58, Rec. on App.)

The defendant appealed to the Court of Appeals. The latter certified the case to this Court for the reason that only questions of law are raised.

As the two parcels of land belonged to the conjugal partnership of the spouses Domingo Cuison and Vicenta Mejia (par. 1, stipulation of facts), the same could not be sold by the surviving spouse without the formalities established for the sale of the property of deceased persons[1], and such sale by the Act No. 3176. surviving spouse is void as to the share of the deceased spouse. [2]

The vendee becomes a trustee of the share of the deceased spouse for the benefit of her heirs, the cestui que trust[3]. Prescription cannot be set up as a defense in an action that seeks to recover property held in trust for the benefit of another.[4] Neither could laches be set up as a defense in the case at bar, it being similar to prescription.[5]

True, the parcels of land in litigation could have been lost to Marcos Viray Ferrer, the vendee a retro to whom they had been sold by the spouses Domingo Cuison and Vicenta Mejia, upon the expiration of the redemption or repurchase period, and it was only by the efforts of the surviving spouse, who secured from the appellant the money with which to redeem or repurchase the parcels of land from the vendee a retro, that the surviving spouse succeeded in repurchasing them. Nevertheless, the appellees were not and could not be deprived of their respective interests in the share of their late mother and grandmother in the conjugal property. Moreover, there is no finding that the appellees had consented, to the sale of their respective interests and that they received any part of or share in the proceeds of the sale from their father and grandfather.

There is no good reason for reversing the finding that the appellant was a purchaser in good faith who had been in possession of the parcels of land for nearly twenty-five years, or from 1925 when he purchased them to 1950 when the complaint was filed in the case; and for that reason the trial court held him not liable during that period of time for the produce of one-half of the parcels of land that he had held in trust for the heirs of the late Vicenta Mejia. However, the trial court ordered the appellant to deliver thirty-seven and one-half cavanes of palay yearly or its equivalent value in money from 1950, the year of the filing of the complaint, to the date of delivery to the appellees of their one-half share in the parcels of land. On the other hand, the appellees are bound to pay P400, the share of their late mother and grandmother in the loan of P800 secured from Marcos Viray Ferrer, for which the spouses sold the parcels of land in litigation with the right to repurchase, a right which Domingo Cuison, the surviving spouse, exercised by making the repurchase from Marcos Viray Ferrer with the money he had obtained from the appellant. The liability of the late Vicenta Mejia must be discharged by her heirs and successors-in-interest. For that reason the amount of damages awarded must be set off against the sum of P400 which is an obligation chargeable against the appellees. The amount of damages awarded must begin from the time the judgment rendered in this case, as modified by this Court, becomes final and executory and delivery or return of possession of one-half of the parcels of land in litigation to the appellees is delayed not made immediately by the appellant.

The judgment appealed from is modified in the manner above stated, without pronouncement as to costs.

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

[1] Act No. 3176

[2] Ocampo vs. Potenciano, G.R. No. L-2263, 30 May 1951; Talag vs. Tankengco, G.R. No. L-4623; 24 October 1952; Ibarle vs. Po, 49 Off. Gaz. 956; Corpus vs. Corpus, 51 Off. Gaz. 5185; Corpus vs. Geronimo, 52 Off. Gaz. 2526.

[3] Severino vs. Severino, 44 Phil, 343; Sumira vs. Vistan, 74 Phil. 138. See Article 1456, new civil code.

[4]Cristobal vs. Gomez, 50 Phil. 810; Castro vs. Castro, 57 Phil. 675; Manalang vs. Garcia, 50 Off. Gaz. 1980;

Sevilla vs. Angeles, G.R. No. L-7745, 15 November 1955.

[5] Go Chi Gun vs. Go Cho, G.R. No. L-5206, 28 February 1955.

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