

VALENTINA LANCI, VDA. DE LUENGO, ET AL., PLAINTIFFS AND APPELLANTS, VS. TEODORO R. YANGCO ET AL., DEFENDANTS AND APPELLEES.*G.R. No. 29217, December 29, 1928*

Ponente: STREET, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-29217/>**STREET, J.:**

This action was instituted in the Court of First Instance of Manila by Valentina Land, Vda. de Luengo, and her daughters Consuelo and Maria, of the surname of Luengo y Lanci, the two last named being assisted by their respective husbands, Buenaventura Rodriguez and Eusebio R. Moro, against Teodoro R. Yangco, Angel A. Ansaldo, and Ricardo Summers, the latter as sheriff of the City of Manila, for the purpose of obtaining a declaration of nullity with respect to a sale under execution made by the defendant Summers of a parcel of property, with the improvements thereon, located at No. 1164 Carolina Street, in the District of Malate, City of Manila, at which sale the defendant Yangco had become purchaser, and also to obtain a declaration of nullity with respect to the interest claimed by the defendant Ansaldo therein as transferee of the right acquired by Yangco by virtue of his purchase, with other appropriate incidental relief. Upon hearing the cause the trial judge declared Angel A. Ansaldo owner of the land in question and absolved the defendants from the complaint, without costs. From this judgment the plaintiffs appealed.

The documentary facts upon which the defendants rely are these: The lot in question was originally registered under Act No. 496 on April 21, 1923; and a transfer certificate of title therefor was issued on March 27, 1924, in the name of Romarico Agcaoili, married to Josef a Luengo. (Transfer certificate No. 21715.) Thereafter the defendant Teodoro R. Yangco, having obtained a judgment for a sum of money in civil cause No. 26808, in the Court of First Instance of the City of Manila, against Romarico Agcaoili and Angel A. Ansaldo, caused an execution to be levied upon said lot and the improvements thereon as the property of Romarico Agcaoili. After levy upon the land had been thus effected, the plaintiff Valentina Lanci and her two daughters presented a third party claim to the sheriff, alleging that the lot belonged to them and not to the defendant in the execution. Notwithstanding the interposition of this claim the sheriff, upon the presentation by the execution creditor of a bond of indemnification, proceeded with the sale; and the parcel in question, with other lands seized by virtue of the same execution, were sold to Yangco, the execution creditor, for the sum of P15,000. Thereafter Angel A. Ansaldo, codefendant with Romarico Agcaoili in the civil cause above referred to, acquired by transfer from Yangco the interest which the latter had acquired in consequence of his purchase at the execution sale. The year allowed by law for redemption from said sale elapsed without redemption having been effected, and shortly thereafter the present action was instituted. It should be here noted that the certificate of title issued in the name of Romarico Agcaoili contained no special notation with respect to improvements on the property, but the levy effected by the sheriff purported to be executed upon Agcaoili's interest, not only in the land but also in the improvements.

Without calling in question any of the documentary acts above-mentioned, the plaintiffs assert title upon the

following additional occurrences: Romarico Agcaoili is the husband of Josefa Luengo, daughter of Jose Luengo y Perez, deceased; and at the time registration was effected in the name of Agcaoili, lot No. 1164, Carolina Street, was vacant. Thereafter, as we gather from the record, a house was built upon the property with the consent of the registered owner with money supplied by Luengo. Agcaoili, it may be stated, was the architect who superintended the construction; and even before the house was entirely finished, Luengo moved in, with his family, and thereafter occupied the premises as a residence until the date of his death which occurred on February 12, 1925.

After the death of Luengo, administration was duly instituted upon his estate, with Eusebio R. Moro as administrator; and in the course of a few months thereafter an agreement for the partition of the estate was entered into by the individuals interested therein. This partition appears to have been more a matter of form than of substance, since the parties thereto, instead of selling the property for the purposes of division, agreed to maintain their community interest undivided. More important to be noted is the fact that the court approved the agreement; and, all debts appearing to have been paid, the administration was concluded on March 20, 1926, and the administrator discharged. Among the properties involved in this administration was the lot, with the house thereon, which is the subject of this controversy.

It further appears that on May 29, 1925, Romarico Agcaoili executed a unilateral document of transfer by which, for the purported consideration of P3,828, he conveyed the parcel now in question to the estate (Intestado) of Jose Luengo, the document reciting that the money representing said consideration had been received in cash prior to the date of the execution of the instrument. No special mention of improvements was made in this document; but in view of the fact that the house then standing on the lot had been built, according to the contention of the plaintiffs, with money supplied by Luengo, the title to the house was already vested in the estate of the latter. Though the deed by which the transfer of the lot was thus effected was executed before a notary public, it has not as yet been noted by the register of deeds as a valid transfer of the Torrens title. Accordingly in the partition agreement Agcaoili obligated himself, within a reasonable time, to effectuate the inscription of the lot in the name of the widow and heirs of Luengo y Perez. In the same agreement Agcaoili admitted that both the house and the improvements thereon belonged to said widow and heirs.

Upon the facts above stated the trial court held that the execution creditor had acquired a perfect title to both house and lot, for which reason the complaint was dismissed. In support of this conclusion his Honor gave determinative weight to the fact that the Torrens title to the land was inscribed in the register's office in the name of Agcaoili, and it appeared to his Honor that the unregistered conveyance by which Agcaoili conveyed, or attempted to convey, the lot to the plaintiffs on May 29, 1925, was wholly invalid. In our opinion this view of the case is untenable.

It is established doctrine that a judgment creditor only acquires at an execution sale the identical interest possessed by the judgment debtor in the property which is the subject of the sale. He therefore takes the property subject to all existing equities to which the property would have been subject in the hands of the debtor. It results, therefore, that, if the deed of the judgment debtor Agcaoili created a right enforceable against himself, that right can be enforced against the judgment creditor Yangco, and Ansaldo who stands in Yangco's shoes. It is true that in section 50 of the Land Registration Law (Act No. 496) it is declared that the inscription is the act that gives validity to the transfer or creates a lien upon the land. But this is no obstacle to the giving due effect to anterior obligations, as between the parties and their successors other than bona fide purchasers for value.

From the record before us it must be deduced that the deed executed by Agcaoili to the estate of Jose Luengo was executed for a valuable consideration and in all probability pursuant to agreement between Agcaoili and Luengo while the latter was living. Furthermore, this instrument is of a date anterior to the date of the levy of Yangco's execution. It results that the transfer effected by the deed must prevail over the execution sale, provided legal

efficacy can be conceded to the deed. The doubt upon this point arises from the fact that the deed was not executed in favor of Jose Luengo in life but is executed in favor of his estate, subsequent to his death. It is well recognized doctrine that the conveyance of real property requires not only a personality capable of transferring the title but also a personality competent to receive it. This doctrine, which is inferable from fundamental principles of the civil law, more especially perhaps from article 1457 and related provisions of the Civil Code, is fully recognized in common law jurisprudence, where we find it repeatedly declared that a deed to a dead man is a nullity (*Hunter vs. Watson*, 12 Cal., 363; 73 Am. Dec., 543; *Morgan vs. Hazlehurst Lodge*, 53 Miss., 665); though it has been held that a deed to one who, at the time, is dead, "or his heirs," is good if his heirs can be identified (*Neal vs. Nelson*, 117 N. C., 393; 53 Am. St. Rep., 590; 23 S. E., 428).

It has also been decided that a deed to the estate of a dead man is void (*McInerney vs. Beck*, 10 Wash., 515). But whether or not this consequence attaches to such a conveyance depends somewhat upon the circumstances attending the execution of the conveyance. Thus, in *City Bank of Portage vs. Plank* (141 Wis., 653), it was held that a deed executed in favor of one E. D. Plank, who was known to be dead, might be treated in equity as intending to convey the property to E. S. Plank, who was at the time acting as administrator of the estate of E. D. Plank. In discussing the effect of the deed in this case the court said:

"* * * It is a rule asserted from early times that no grant can exist without a grantee. This is of course axiomatic. The title cannot pass from the grantor unless it passes to someone. As a corollary, it is declared in many cases that a deed or grant to a person who does not exist at the time of the grant is void. Such statements are unassailable if properly understood. If the grant, in the intention of the parties, is attempted to be made to some person who has no existence, it cannot take effect: *Neal vs. Nelson*, 117 N. C., 393; 53 Am. St. Rep., 590; 23 S. E., 428. Many technical rules, however, have yielded to more rational views in modern times. The real intention of the parties is to be sought and effectuated by courts when possible. If it was the intention both of grantor and grantee that the grant should be to some person or persons in existence, that intent may be effectuated by ascertaining under proper rules of evidence the intention of the parties, although such person be not designated by his legal or usual name. It has been said in many cases that a conveyance to a partnership name could have no validity because a partnership has no legal existence. But the overwhelming weight of modern authority is that courts may ascertain the fact that certain existent individuals are accustomed to be called by the association name, either corporate or copartnership, and draw the inference that those persons were intended to be the recipients of the title, although their true names did not appear in the firm name at all, and even if the names of other existent persons did so appear. Again, it is recognized in a multitude of cases that if the court can find that a certain person was intended as grantee, it matters not what name is given him in the deed. The case of *Staak vs. Sigelkow*, 12 Wis., 234, is an illustration. The proposition is broadly stated in *Case vs. Fish*, 63 Wis., 475, 479; 22 N. W., 322, and *Conroe vs. Case*, 79 Wis., 338; 48 N. W., 480. When parties deliberately on one side make a conveyance and on the other side receive the same and pay a consideration therefor, there is a most irresistible inference that a conveyance is intended. Such intent of necessity involves the further conclusion that the parties had in mind some person or persons to whom the property should pass. When a person well known is named, and that person has gone out of existence without the knowledge of the parties, it may well be that no inference is justifiable that anyone else was intended. But when the person formerly bearing the name written in the deed is known to both parties to be dead, the inference is very strong that by the use of that name they mean to designate not the dead man but some existent person or persons."

The facts in the case before us closely resemble those involved in the case from which the preceding excerpt has been taken. The individual referred to as grantee in the deed was known to all parties in interest to be dead; his estate was known to be in course of administration; and the personality of the deceased was represented only in the administrator. Of course the grantor must have intended that the widow and heirs of the deceased should be the ultimate beneficiaries of the conveyance, but the deed itself was made directly to "the estate" (*Intestado*).

Under these conditions we can commit no violence against the intention of the grantor in holding, as the majority of the court now determines, that this deed should be interpreted as if it had been made to the administrator by name. In other words, the expression "estate of Jose Luengo" is equivalent to "administrator of the estate of Jose Luengo." Moreover, as already shown, in the course of the administration proceedings, the validity of this deed was impliedly recognized, when the court gave its approval to the agreement which treated this property as property of the heirs.

Josefa Luengo, daughter and heir of Jose Luengo, has not been made a party to this action, but no formal objection was interposed by the defendants on the ground of lack of parties; and it is not improper to grant to the plaintiffs herein the relief appropriate to the facts proved.

At the inception of this action the court of origin granted a preliminary injunction against the sheriff requiring him to abstain until further order from disturbing the plaintiffs in the possession of the house and lot which is the subject of this action. This preliminary injunction will necessarily now be made permanent.

From what has been said it follows that the judgment appealed from must be reversed; and it is declared that the sheriff's sale and sheriff's certificate pursuant thereto in favor of Teodoro R. Yangco, as well as the subsequent transfer of the property by the latter to Angel A. Ansaldo, are of no effect. The plaintiffs, on the other hand, are declared to be owners of the property in question pro indiviso in conjunction with Josef a Luengo, or her successors in interest. Proceedings consequent upon this decision for rectification of the annotations on the registered certificate of title and the issuance of a proper certificate to the owners should be brought in the land registration expediente pertaining to this property. So ordered, without costs.

Avanceña, C. J., Johnson, Malcolm, Villamor, Ostrand, Romualdez, and Villa-Real, JJ., concur.

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.