

## TEODORO REYES, PLAINTIFF AND APPELLEE, VS. VALENTIN, (INFIEL), DEFENDANT AND APPELLANT.

*G. R. No. 34820. December 16, 1931*

Ponente: OSTRAND, J.

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### OSTRAND, J.:

This is an appeal from a decision rendered by the Court of First Instance of Ilocos Sur, declaring the plaintiff to be the owner of the land described in the complaint and ordering the defendant to pay damages in the amount of P193.75 per year from 19S6 to date of delivery of the land to the plaintiff, with costs.

On July 23, 1923, the defendant, Valentin (Infel), executed a deed with pacto de retro, of a rice field in favor of the plaintiff, the term of the pacto being three years. The field embraces an area of about four hectares and is situated in Nagtengnga in the municipality of Burgos, Province of Ilocos Sur. The consideration for the sale amounted to P351.00. On the sane date, July 23, 1923, the defendant made a statement in writing, acknowledging the receipt of the rice field from the plaintiff and promising to deliver to the-tatter his share every year.

From July 23, 1923, to November 8, 1924, the defendant had drawn different amounts from the plaintiff against the value of the land above mentioned, and on the latter date executed another deed in favor of the plaintiff acknowledging the receipt of the total amount of P1,260, as additional price of the land.

The three years' period to repurchase the land elapsed, and the defendant had not been able to buy it back. As the defendant would not deliver the material possession of the land to the plaintiff, the latter brought this action.

The defendant, among other things, contends that the original deed of sale with the right to repurchase does not express the real intention of the parties, and that the deed acknowledging the receipt of the additional price of P1,260.00 was never executed by him.

Upon trial, the court below found that, the defendant not being an ignorant man, the document in question expresses the real intention of the parties and is a contract of sale with the right to repurchase; and that the signature appearing on the deed acknowledging the receipt of the additional price of P1,260.00, although not exactly the same as those appearing on the other documents, is the true signature of the defendant.

After trial, the court below rendered its decision as above stated, from which the defendant appealed to this court and made the following assignments of error:

"I-Que el Juzgado a quo incurrio en error al declarar que el documento Exhibito 'A' representa la verdadera intencion de las partes y que el contrato habido entre ambas era una venta con pacto de retro.

"II-Que el Juzgado a quo incurrio en error al no declarar que los Exhibitos 'B' y 'C son apocrifos y falsos.

"III-E1 Juzgado a quo incurrio en error al declarar que el terreno produce al ano palay por valor de P387.50, correspondiendo al duefio, la mitad, o sea la suma de P193.75.

"IV-E1 Juzgado a quo incurrio en error al declarar que el terreno descrito en la demanda es de la propiedad del

demandante y al ordenar al demandado que entregue a dicho demandante la posesion del misrao, y pague, en concepto de indemnizacion, la cantidad de P193.75 al ano desde 1926, raaa las costas.

"V-E1 Juzgado a, quo incurrio en error al dene gar la mocion de nueva vista del demandado."

The first assignment of error is of no merit. we have no doubt that the document in question was, for all intents and purposes, drawn to be a deed of sale with the right to repurchase,

This is confirmed by the testimony of the defendant, as follows:

"P - Y si usted no pagaba la cantidad tomada por usted dentro del periodo de tres afios, como se quedaria el terreno?

"R - Segun el, se quedaria con el."

The other assignments of error also relate to questions of fact, and after going over the record of the case, we agree with the court below in its findings and decision rendered in the case.

The judgment appealed from is affirmed in its entirety, with costs against the defendant.

Ten days after the promulgation of this decision final judgment will be entered, and five days thereafter the record will be remanded to the court below.

It is so ordered.

Avanceña, C. J., Johnson, Villaraor, and Villa-Real, JJ., concur.

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