

VICTORIANO GARCIA ET AL., PLAINTIFFS AND APPELLANTS, VS. REMIGIO DIAMSON, DEFENDANT AND APPELLEE.

G. R. No. 3557. August 22, 1907

Ponente: WILLARD, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3557/>

WILLARD, J.:

The principal question in this case turns upon the proper construction of a contract made on the 24th day of May, 1879, "between the grantors of the appellants and the grantor of the appellee. The court below held that this document constituted a contract of sale with the right to repurchase; that no attempt to repurchase was made until 1905, and that at that time this right had expired.

The contract, after stating that the grantors sold and conveyed the property described therein to the grantees, provided as follows:

"So that, beginning with the present day, when this document has been executed, all the rights, possession, and dominion in and to said land, together with the enjoyment of the fruits thereof, the right to sell, bequeath, and to give, are hereby transferred to these purchasers, since they have purchased it with their money, through a proper contract of purchase and sale. Both of the parties herein have also unanimously agreed that for a term of four years we renounce our right to the purchase of the same, but we shall, however, be entitled to ask for an increase of the price at which it was by them purchased, in the event of our being in need of money; but at the expiration of said term, if we have the means, and are willing to take the land back, we shall be entitled to purchase it; no interest is to be charged on the money or the proceeds of the land, for the reason that our contract of purchase and sale is not a mortgage or any other kind of contract for the loan of money at interest. As is usually done, the purchase shall be made in the month of May."

A mere reading of this paragraph of the contract is sufficient to show that the decision of the court below was clearly right. By the terms of the contract, the vendors had no right to repurchase the property until the 25th of May, 1888. Within what time they might thereafter exercise this right is nowhere stated in the contract. There was therefore no express agreement upon this subject. The contract having been executed prior to the time when the Civil Code went into effect in these Islands, the time within which an action could be commenced for the exercise of that right is governed by article 1939 of that code. That article is as follows:

"Prescription, which began to run before the publication of this code, shall be governed by the prior laws; but if, after this code became operative, all the time required in the same for prescription has elapsed, it shall be effectual, even if according to said prior laws a longer period of time may be required."

It is not necessary to inquire what the period of limitations was under the former law, for the Civil Code itself contains provisions relating to that subject. Article 1508 is as follows:

"The right referred to in the preceding article, in the absence of an express agreement, shall last four years counted from the date of the contract. "Should there be an agreement, the period shall not exceed ten years."

By the terms of that article, in a case like the present where there was no express agreement with reference to the

time within which the right to repurchase might be exercised, an action to enforce that right must be brought within four years. The last part of article 1939 is therefore applicable.

The Civil Code went into force in the Philippine Islands on the 8th day of December, 1889. Since that time the full period given by article 1508 has elapsed. The right to commence an action for the repurchase of this land, therefore, expired on the 8th day of December, 1893.

The period fixed in article 1508 is a statute of limitations. (Manresa's Commentaries on the Civil Code, vol. 10, pp. 278-279.)

Two cases were pending in the Court of Land Registration relating to the same land. They were removed to this court by one bill of exceptions. The judgment of that court in case numbered 2028 therein, and the judgment of that court in case numbered 1645 therein, are both affirmed, with the costs of this instance against, the appellants. So ordered.

Arellano, C. J., Torres, Johnson, and Tracey, 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.