

POTENCIANO CORREA ET AL., PLAINTIFFS AND APPELLEES, VS. MARCELO BUÑOL ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 46385. December 14, 1938

Ponente: CONCEPCION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-46385/>

CONCEPCION, J.:

This is an appeal taken by defendants from the decision rendered by the Court of First Instance of Iloilo on January 7, 1930 sentencing them to pay plaintiffs the sum of P210, plus 24 sacks of palay or their market value, with legal interest from July 8, 1936, the date of the filing of the complaint.

By means of a deed executed on June 28, 1927 defendant Marcelo Buñol and his deceased wife, Manuela Mainar, when the latter was still living, sold under pacto de retro to plaintiff Potenciano Correa and his late wife Remedios Paniza a parcel of land located in the sitio of Ygdapug of the suburb of Lucena, municipality of Santa Barbara, Iloilo, for the sum of P210, Philippine currency, and twenty-four sacks of palay each containing seventy-five liters. From the date of the execution of the deed of sale plaintiff Potenciano Correa and his late wife had been in possession of the land up to May, 1933 when defendant Marcelo Buñol and his children by his deceased wife Manuela Mainar, named Alfredo, Carmen, Leoncio, Consejo, and Sofronio, all surnamed Bunol, who have also been made defendants, took possession of the same without first repurchasing it by paying the price of P210 and delivering twenty-four sacks of palay.

"Defendants," says the judgment appealed from, "on their part contend that the obligation set forth in Exhibit A was usurious inasmuch as the principal sum was 9210, the twenty-four sacks of palay being the annual interest on the same; that on account of said obligation defendants have already paid seventy sacks of palay to plaintiffs; and lastly that the land which is the subject matter of Exhibit A was the exclusive property of Manuela Mainar, and that if Marcelo Buñol signed the same it was only for the purpose of giving his marital consent."

After finding "that the evidence for plaintiffs was stronger than that for defendants," the court rendered the judgment appealed from.

The appeal is based on the two following questions of law which are assigned as errors of the lower court:

"1. That the facts alleged in the complaint are not sufficient to constitute a cause of action.

"2. That the justice of the peace court of Sta. Barbara where the complaint in this case was first filed did not have jurisdiction to try the case, and, therefore, the Court of First Instance to which the case was brought on appeal likewise did not have jurisdiction to try it."

Defendants and appellants contend that, according to the foregoing facts, plaintiffs and appellees could bring only one of these two actions: That for recovery of possession and that for rescission of the contract with pacto de retro executed in favor of the latter. Defendants allege that plaintiffs can not ask for the return of the price of the sale as they do in their complaint, without first having asked for the rescission of the contract of sale with pacto de retro. The first assignment of error is based on this contention. In support of the second assignment of error, it is alleged

that the justice of the peace court with which the complaint was filed, did not acquire jurisdiction because none of the two actions which plaintiffs and appellees should have brought fell within the jurisdiction of the justice of the peace court so that the Court of First Instance neither acquired appellate jurisdiction over the case.

As may be seen, the second assigned error is founded on mere assumptions, not on facts, for the truth was that the complaint filed in the justice of the peace court sought the return of the sum of P210 and twenty-four sacks of palay. This action, by its amount, was within the jurisdiction of the justice of the peace court.

As to the first alleged error, it must be remembered that, according to plaintiffs and appellees, "the land described in paragraph 4 of the complaint and known as lot No. 7377 of the cadastre of Sta. Barbara, was, through fraud and deceit, adjudicated on November 23, 1931 by the Court of First Instance of Iloilo to the defendants named Alfredo, Carmen, Consejo, Leoncio, and Sofronio, all surnamed Buñol. Relying on the decree of title issued in their favor, which became indefeasible for the reason that the period of one year within which it may be reviewed had already elapsed, defendants took possession of said land in May, 1933."

According to what has just been quoted, when, in the cadastral proceedings of Sta. Barbara, defendants and appellants applied for the registration in their name of the land in question, plaintiffs and appellees could have timely opposed the registration applied for by alleging that they had bought the land under pacto de retro. Neither the fact that plaintiffs had filed their answer nor the reason for its overruling if one had been filed, appears in the record for the reason that, as has been stated, the land was adjudicated to the defendants. Whether or not an answer to the application for registration had been filed, the fact remains that the title to the same having been decreed in favor of defendants, herein appellants, plaintiffs could not thereafter ask either for the return of possession of the land or for the rescission of the contract of sale with pacto de retro.

The sole legal remedy left to plaintiffs and appellees after the lapse of one year for the review of the decree of registration was not to demand the price of the sale, as they did in their complaint, but damages from defendants and appellants or from the assurance fund, if they could prove that the latter had obtained the registration of the land through fraud, without negligence on the part of plaintiffs themselves. (Section 38 of Act No. 496 as amended by section 3 of Act No. 3621 and section 1 of Act No. 3630; sections 55 and 101 of same Land Registration Act; *Estrellado and Alcantara vs. Martinez*, 48 Phil, 256.)

In view of the foregoing considerations, the judgment appealed from is reversed, without special pronouncement as to costs. So ordered.

Avanceña, C. J., Villa-Real, Imperial, Diaz, and Laurel, 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.