

ESTEFANIA EVANGELISTA, PETITIONER AND APPELLANT, VS. LEONCIO NICOLAS AND NARCISA LORENZO, OPPONENTS AND APPELLEES.

G.R. No. 6314. September 12, 1911

Ponente: MAPA, J.

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MAPA, J.:

Judgment rendered in this suit in first instance, and which has been appealed from in part by the applicant, reads as follows:

"Estefania Evangelista applies for registration of three parcels of land situate in the municipality of Bocaue, Province of Bulacan: One with an area of 1 hectare, 18 ares, and 2 centares; another of 8,273 square meters; and the third of 448 square meters.

"Leoncio Nicolas and Narcisa Lorenzo object to such registration of the first parcel described in the application, averring that it belongs to Narcisa Lorenzo by inheritance from her deceased aunt, Paulina Lorenzo.

"With reference to the objection, these facts are established : first, the identity of the land over which the litigants are disputing; second, that said land comes from Paulina Lorenzo and that the opponent, Narcisa Lorenzo, is heiress thereto as her niece.

"The question raised herein relates to the title whereby the applicant claims to have acquired the land in litigation. She maintains that her husband, Teodoro Lanzuela Santos, acquired it by absolute purchase. The opposing party, on the other hand, maintains that the land has never belonged to Teodoro Lanzuela Santos, nor to any of his heirs; that it has been in her possession for the past ten years and was in possession of her aunt, Paulina Lorenzo, before the latter's death.

"As shown by the evidence adduced by both parties, especially by the applicant with the document (L. D. 9679), presented by her, the land has always been in possession of Paulina Lorenzo, who, since the year 1871 has been paying to Teodoro de los Santos at first, then to Jose L. Santos, one of his sons, and later from the year 1890 on to Estefania Evangelista, a fixed amount, sometimes in money and sometimes in products, which has been delivered to them as interest on a sum received, for which the land was pledged as security. In proof thereof, it was made to appear in the receipt issued by Estefania Evangelista on June 9, 1896, acknowledging receipt by her of the sum of \$13.50, that it was in the nature of payment for the use of land of Paulina Lorenzo, although it appears from the testimony of her own son, Isabelo L. Santos, that she obtained under the past sovereignty over twenty titles issued by the late Spanish Government to more than 100 parcels and yet it has not been shown that the land in litigation was included in the application presented therefor.

"Narcisa Lorenzo's objection is sustained, and the application made with reference to the first parcel is denied.

"As it is proven that the other two parcels have been in undisputed possession of the applicant for more than thirty years, it is hereby ordered, after declaration of general default, that the same be registered in the name of Estefania Evangelista.

"After this decision has become final and the procedure provided in section 66 of Act No. 926, applicable to the case at bar, has been carried out, let the order be issued."

The applicant appealed from this judgment in so far as it sustains the objection and consequently denies registration in her name of the first parcel described in the application.

There is no question about the opponents' possession. It is an established fact, admitted by the applicant herself, that the land which is the subject of the objection, was held in life by Paulina Lorenzo, whom they upon her death succeeded as her heirs in possession of said land, which they hold and keep at present. The question is confined to determining the title upon which the opponents' possession is based, for they claim to be the lawful owners, as was their predecessor in interest, Paulina Lorenzo, of the land in litigation, while the applicant avers that the latter's possession, and consequently the possession of the opponents, as her successors in interest, was and is solely as tenants of the applicant herself.

The oral evidence adduced in the case is plainly contradictory, each side supporting its own claim, so the question must be decided principally by the documentary evidence Submitted. This consists of twenty-two receipts for annual payments made by Paulina Lorenzo, some in rice and some in money, first to Teodoro de los Santos, the applicant's husband; later, to Jose Santos, his son; and to the applicant herself since the year 1890. These receipts were apparently preserved by the opponents and were presented as evidence in a suit for recovery of possession waged between themselves and the applicant, whence is taken a certified copy, which appears in the record of this case. They are made out in the Tagalog dialect, and all of them invariably refer to the payment made by Paulina Lorenzo as *buis*. The parties disagree as to the particular meaning of this word, used in the receipts. The applicant maintains that it means land rent or payment for lease of land. According to the opponents, it means interest on money. The opponents' contention, accepted as correct in the judgment appealed from, is that Paulina Lorenzo secured from the applicant or from her husband, Teodoro de los Santos, the sum of two hundred pesos as a loan, on condition of paying annual interest of twenty pesos, and that the word *buis* used in the receipts refers to that interest on the loan.

To settle the question here raised we have consulted several dictionaries of the Tagalog dialect, which in our opinion clearly sustain the applicant's contention. Thus, for example, Noceda and Sanlucar's "Vocabulary of the Tagalog Language," printed at Manila in 1860, gives the following: "Bovis: To pay land rent." And in the Spanish Tagalog Dictionary of Don Pedro Serrano Lactaw, printed in 1889, appears: "Canon: Buis nang lupa." So, according to this, the Tagalog word *buis* properly means canon or land rent, and in our opinion this is the definite meaning it has in the receipts mentioned above. This is proven by the fact that in the receipt of May 22, 1893, said word is expressly associated with another Tagalog word, *lupa*, which means earth or land; and in the receipts of June 9, 1896; May 30, 1897; and July 14, 1898, with the Tagalog word *buquid*, which means a piece of arable ground. This would remain unexplained by the contention that the word *bids* in the receipts means interest on a loan, because in such case mention would have been made of the alleged loan, and not of the land or piece of arable ground, to characterize or determine the particular meaning of that word.

It is stated in the judgment appealed from that the alleged loan of 200 pesos to the applicant was secured by the land in question, and in the opponents' brief a slight encumbrance (*sic*) on said land is also hinted at. If this were true, it might to some extent, though not satisfactorily throughout, explain why mention is made of the land in the receipts under consideration; but the opponent, Narcisa Lorenzo, states positively in her testimony that the said land was never encumbered for the sum which the applicant lent to Paulina Lorenzo. If this were true and said land had no connection with that alleged loan, it would be wholly inexplicable why the land was mentioned in the receipts, supposing that the latter refer, as the opponents contend, to the interest on such a loan.

Moreover, there is evidence that the opponents themselves have understood, or understand, that the word *buis*

means in the receipts canon or land rent. This is beyond dispute, at least in the last four receipts. Otherwise, note the testimony of the opponent, Narcisa Lorenzo: "I called her attention to the fact that those receipts were different from the preceding ones, because in that same receipt she appears to have made collection of rent, but she (Estefania Evangelista) told me that she merely made the receipt out in that manner because collection of interest on sums borrowed is prohibited." This demonstrates conclusively that in the opponent's own mind the receipts, as they stand, show payment of canon or land rent and not interest on money.

This settled, it is superfluous to add that the phrase her land (Paulina Lorenzo's), used in the receipt of June 9, 1896, does not strictly mean, as held in the judgment appealed from, that such land belongs to her, but that she possesses or holds it in the manner stated in the receipt itself, which is determined by the use therein of the word *buis* (land rent). This word demonstrates beyond all doubt that Paulina was a mere tenant on the land, because it would be absurd to suppose that she would pay rent for her own land. That this is the real meaning of the phrase quoted is proven by the receipts of the years 1893 and 1898, wherein particular mention is made of a parcel of land belonging to the applicant, which the opponents' predecessor in interest, Paulina Lorenzo, held on lease.

It is true that the opponent, Narcisa Lorenzo, testified that she called the applicant's attention to the inaccuracy in making out the receipts in that way; but this testimony, entirely uncorroborated in the case, is offset by the very fact of the existence of said receipts made out in the terms above set forth; for it would, moreover, be unlikely that the opponents would have preserved them for so many years and exhibited them as evidence in another previous suit, in the way they are made out, if they contained anything incorrect or inaccurate which would prejudice their own rights or interests. The natural thing in this case was not to accept the receipts, and if they had been accepted through inadvertence or neglect, to secure their proper correction, instead of merely calling attention to them, as the opponent Lorenzo asserts in her testimony. Furthermore, it does not appear at all logical that it would be she, and not Paulina Lorenzo, who would call the applicant's attention to this point, as the receipts appear to be made out in the latter's favor, unless said applicant's name figured therein to no purpose.

In any event, this phase of the question becomes absolutely lacking in importance just as soon as we reach the conclusion that the word *buis*, employed in the other receipts, and not disputed by the opponents, means that their predecessor in interest, Paulina Lorenzo, possessed the land in litigation merely on lease.

The judgment appealed from is hereby reversed and it is ordered that said land be registered in the name of the applicant, Estefania Evangelista; without special finding as to costs,

Torres, Johnson, Carson, and Moreland, JJ., concur.

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