

**SPOUSES JOSE FABIA AND ANITA FABIA, PETITIONERS, VS.
INTERMEDIATE APPELLATE COURT, ANGEL MARARAC AND
REMEDIOS ALEJANDRO, EUGENIO, GILDO AND ROMEO, ALL
SURNAMED MARARAC, REPRESENTED BY...**

G.R. No. 66101. November 21, 1984

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

This is a petition for certiorari to review the decision of the respondent Intermediate Appellate Court dated October 21, 1983, the dispositive portion of which reads:

"WHEREFORE, the decision appealed from is hereby reversed and set aside and another one is rendered allowing plaintiffs-appellants to redeem the property described in paragraph 3 of their complaint within thirty (30) days from issuance of the order of execution by depositing with the Court in the name of defendants-appellees the sum of P8,000.00 as purchase price after which the defendants-appellees shall execute a deed of sale of the same land in favor of plaintiffs-appellants for the sum of P8,000.00. No Costs."

Petitioners Jose and Anita Fabia were originally the defendants in a case filed by the respondents with the Court of First Instance of Pangasinan, Branch II. Respondents filed the case entitled "Angel Mararac, et al., plaintiffs versus Jose Fabia, et al., defendants" to exercise their right of legal redemption under Article 1621 of the Civil Code over a parcel of land sold to the petitioners. The Code provides:

"The owners of adjoining lands shall also have the right of redemption when a piece of rural land, the area of which does not exceed one hectare, is alienated, unless the grantee does not own any rural land.

"This right is not applicable to adjacent lands which are separated by brooks, drains, ravines, roads and other apparent servitudes for the benefit of other estates."

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The antecedent facts are summarized in the stipulation of facts submitted by the parties during the pre-trial conference in the Court of First Instance, to wit:

"1. Plaintiffs reside on a lot east of the land in question and adjacent to it;

"2. The lot is owned by the plaintiffs in common;

"3. The land in question formerly belonged to Hugo Mararac who sold the same to the spouses Leonardo Mararac and Monica Resuello;

"4. Hugo Mararac sold the land in question to Leonardo Mararac and Monica Resuello on March 27, 1971;

"5. At that time, the lot now owned by plaintiffs was owned by plaintiff Angel Mararac and Juanito Mararac, who was the husband of plaintiff Carlina Rafanan who died in 1976;

- "6. Leonardo Mararac and Monica Resuello sold to the defendants the land in question on February 25, 1975;
- "7. At that time, the lot in eastern side of the land in question was owned by Angel Mararac and his brother, Juanito Mararac;
- "8. On April 8, 1975, defendants declared the land for tax purposes;
- "9. At the time of sale of the land in question to the defendants in 1975 there was no offer to exercise right of legal redemption;
- "10. At the time of the sale of the land in question to Leonardo Mararac and Monica Resuello in 1971, there was no offer of legal redemption;
- "11. There was no legal redemption offered during the period between the first and second sale;
- "12. The southern boundary of the lot in question is a barrio road with approximate area of 10 meters wide;
- "13. The land in question in relation to plaintiffs' lot is not separated by ravine, by brook, trail, road or other servitude for the bene-fit of others;
- "14. The land in question is fenced and was fenced even before the first sale in March 27, 1971;
- "15. Defendants own rural lands other than the land in question;
- "16. From Barangay Balogo, to Basing along the road touching the southern boundary of the land in question are lines of houses on both sides;
- "17. House of plaintiffs is along the said road;
- "18. A portion of the land in question on the side farther from the road, is used as a fishwell;
- "19. Plaintiffs offered to redeem the land in the amount paid by the defendants as well as an amount for the return of investment of the property and interest, and payments of attorney's fees and are able and willing to make the payment."

The trial court rendered a decision in favor of the petitioners stating inter alia that:

"Considering now the evidence pre-sented by the plaintiffs, the Court finds that they have not presented a pre-ponderance of evidence to support their claim for legal redemption. This is so for their very own complaint which is in effect a complaint for legal redemption of rural land cites the very land itself as 'residential land.' Neither do the plaintiffs show anywhere in their evi-dence that the said land is rural. In fact, in the documents they presented, Exhibits A and B, the land in question is clearly described as 'residential land.' Nowhere in the testimony of plaintiffs' witnesses is the land in question described as 'rural land' and neither do they describe the land adjoining the land in question, the ownership of which adjoining land is the basis for their claim of legal redemption, as rural land. Plaintiffs' testimony that they reside on the adjoining land gives rise to the conclusion that such land is also residential. In fact, the transcript of the stenographic notes of the ocular inspection of the land in question conducted on February 28, 1978 show that opposite the land in question across the barangay road of 36 meters, is the Barangay Artesian Well, the concrete house and poultry of Mr. Ciriaco Rellosa, the store of Arturo Rellosa and along the same barangay road are lines of concrete and semi-concrete and nipa houses and along the same road are the Barangay Chapel and the Barangay Elementary School of Balogo, Binmaley, Pangasinan. How-ever, behind the land in question, as in the case with the other lots along the Barangay Road, are fishponds. Hence, from the foregoing, it is clear that the land in question is a residential area and is not rural or devoted to agriculture. The fact that the lot is enclosed with a bamboo fence and has 9 fruit bearing coconut trees, 45 coconut trees not yet bearing fruit, about 120 banana plants, two bamboo clumps, on its northern part a fishwell newly constructed and on its eastern side hollow blocks and sand and gravel, do not militate against its being residential for the ordinary Philippine residence is

traditionally pro-fuse with trees and plants for home sufficiency, esthetic appreciation and ecological balance. Hence, the lot in question being satisfactorily shown to be residential, Article 1621 of the Civil Code of the Philippines is inapplicable for it applies only to rural lands. Neither can plaintiff claim legal redemption under Article 1622 which applies to urban lands, since his complaint does not allege that the land is so small and so situated that a major portion thereof cannot be used for any practical purpose within a reasonable time, and having been bought merely for speculative purposes (*Ortega v. Orcino, et al.* 38 SCRA 276)."

On appeal, the respondent Intermediate Appellate Court reversed the decision of the trial court holding that:

"It is clear to Us that the focal or determining factor is generally the location of the property. If it is in the city or town resembling a city, meaning the 'poblacion', it is urban property. If it is situated in the sitios, barrios or barangays, other than a city or town resembling a city, it is rural land, or one located in the countryside.

"The land described in the complaint, and sought to be redeemed, is a piece of rural lands. It is situated in a barrio, or Barrio Balogo, Binmaley, Pangasinan. It does not straddle the national highway or provincial road, considering its adjoining boundaries. On the land are agricultural improvements, namely, 9 fruit-bearing coconut trees, 49 non-bearing coconut trees, about 120 banana plants, and 2 bamboo clumps.

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"WHEREFORE, the decision appealed from is hereby reversed and set aside and another one is rendered allowing plaintiffs-appellants to redeem the property described in paragraph 3 of their complaint within thirty (30) days from issuance of the order of execution by depositing with the court in the name of defendants-appellees the sum of P8,000.00 as purchase price after which the defendants-appellees shall execute a deed of sale of the same land in favor of plaintiffs-appellants for the sum of P8,000.00. No costs."

This petition for certiorari was filed to finally determine the true character of the land in question and to adjudicate the rights of the parties with regard to the same. The issues are: (1) whether or not the land in question maybe considered rural for purposes of legal redemption under Section 2, Chapter 7, Title VI, New Civil Code; and (2) if so, are respondents guilty of laches so as to prevent them, nevertheless, from redeeming the property in question?

Petitioners cite definitions by Castan of urban and rural lands to wit:

"(1) Rural land defined (Product-Producing Lands)

"Regardless of site, if the principal purpose is to obtain products from the soil, the lease is of rural lands. Hence, as used here rural lands are those where the lessee principally is interested in soil products (3 Castan 124).

"(2) Urban Lands defined (Non-Product Producing Lands)

"Lands leased principally for purposes of residence are called urban lands (See 3 Castan 124)."

Petitioners submit that the land, being primarily used for residential purposes, is not subject to legal redemption under Article 1621 of the New Civil Code. They point out that the complaint itself describes the land in question as residential, which description is but a reproduction of the description in the deed of absolute sale executed by Leonardo Mararac and Monica Resuella in favor of the spouses Fabia. They rely on the rule that admissions made in the complaint are judicial admissions, which must bind the plaintiffs-respondents (*Sveriges Angfartygs Assurance Forening v. Qua Chee Gan*, 21 SCRA 12; *Santiago v. delos Santos*, 61 SCRA 146).

On the other hand, the respondents maintain that the land was utilized by the petitioners exclusively for agricultural purposes from the time it was purchased on February 25, 1975, up to the time the lower court conducted its ocular inspection on February 28, 1978. The land is located in a barrio - Barrio Balogo, Binmaley,

Pangasinan - which is an agricultural district. Its residents engage in rural pursuits. The respondents contend that this being the case, the land should also be classified as rural following the doctrine laid down in *Enriquez v. Devanadera* (62 O.G. March 3, 1956 citing *Stees v. Bermeier*, 98 N.W. 648, 650, 91 Minn. 513); that the locality should be considered rural when the persons occupying it are engaged in rural pursuits.

It is not easy to fix, with such exactitude as to furnish a sure norm for all cases, the line that separates the rural from the urban. The Code has avoided, without doubt deliberately, any definition on this point. (Francisco, Sales, 1955 Ed., p. 879, citing 10 Manresa 372).

The word "rural" has been defined as relating to or constituting tenement in land adapted and used for agricultural or pastoral purposes. It is one which, regardless of site, is principally used for the purpose of obtaining products from the soil as opposed to urban lands which are principally for the purpose of residence. (3 Castan 124).

However, the very same word has been defined as relating to, or associated with, or typical of the country, the word being derived from the Latin word "ruralis" meaning country. It pertains to the country as distinguished from a city or town. Thus, as is the belief of respondent appellate court, "the focal or determining factor is generally the location of the property."

Both definitions are undoubtedly correct insofar as the word is ordinarily and commonly used or understood. However, it is the legal definition of the word with which we are concerned. We are dealing here with the exercise of a right based on a provision of law. It is the meaning intended by the framers of the law which we must seek to uphold (82 CJS 636). The sense in which the words are used furnishes the rule of construction. (In *Re Winton Lumber Co.*, 63 P. 2d, p. 664) A sentence or paragraph in a statute cannot be analyzed with respect to some preconceived pattern in the reader's mind, but it must be analyzed with respect to that which the author attempted to define. (*State v. Brunswick*, 47 N.E. 2d, 916) Thus, a construction of the word "rural" that is in consonance with the legislative purpose must be followed.

As expressed in *Del Pilar v. Catindig* (35 Phil. 263) the reason for the law in question is to foster the development of agricultural areas by adjacent owners who may desire the increase for the improvement of their own land." The intention of the law in giving this right of redemption is to protect agriculture, by the union of small agricultural lands and those adjoining thereto under one single owner for their better exploitation. (Tolentino, *The Civil Code of the Philippines*, Annotated, Volume V, 1959 Edition, p. 161)

In view of this legislative objective, the "use" of property for agricultural purpose is essential in order that the same be characterized as rural land for purposes of legal redemption under Article 1621 of the Civil Code. The consideration of the use and destination of the lands and that of the customs of each town will be the data that ought to be taken into account in order to decide fitly the cases where the qualification appears doubtful (10 Manresa 372). The small parcel of land one hectare or less in area, must be dedicated to agriculture before the owners of adjoining lands may claim a right of redemption under Article 1621 of the Civil Code.

Thus, "rural lands are distinguished from urban tenements:

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"(2) By its purpose or being for agricultural, fishing or timber exploitation, and not for dwelling, industry or commerce.

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(Sentencia of May 8, 1944).

The respondents have failed to satisfy the above criterion. The land in question cannot be legally classified as

rural land since it is principally used for resi-dential rather than agricultural purposes.

From the respondent's complaint alone, the land is admittedly residential having been described as follows:

"A parcel of residential land with a superficial area of 1120 square meters, more or less. Bounded on the North by Saturnino Fernandez; on the East by Joaquin Mararac; on the South by Camino Vecinal; and on the West by Ciriaco Manlincon. Its visible limits are earth dikes and bamboo fences on all sides. Declared in the name of Leonardo Mararac under Tax Declaration No. 17620 with an assessment value of P2,020.00 for the current year. Not registered under Act 496 or under the Spanish Mortgage Law."

We, therefore, apply Section 2, Rule 129 of the Rules of Court which provides:

"Admissions made by the parties in the pleadings, or in the course of the trial or proceedings do not require proof and cannot be contradicted unless pre-viously shown to have been made through palpable mistake."

No such palpable mistake has been shown. Evidence mili-tates against the respondents' contention that the above description does not bind them. The description was merely copied from the deed of sale between the property's original owners and the petitioners when the self-same document was presented by the respondents as their own evidence, marked as Exhibit B, of the petitioner's Declaration of Property for Tax Purposes which contains the assessor's official finding and classification that the land covered by the declaration is residential.

The character of the locality, the streets, the neighboring and surrounding properties give a clear picture of a residential area. Lots, including the dis-puted property, with residential houses line the streets. There are concrete and semi-concrete houses, a chapel, an elementary school, and a public artesian well. Evi-dence consisting of photographs of the petitioners' land show a one-storey nipa and bamboo house. Trees and plants abound on the petitioner's property, yet, the same do not, by their mere presence make the lot agri-cultural. As correctly held by the lower court: "x x x the ordinary Philippine residence is traditionally pro-fuse with trees and plants for home sufficiency, esthetic appreciation, and ecological balance." In fact, the lots neighboring the land in question are likewise planted with trees and plants and some even have fishwells. Truly a residential home lot is not converted into agricultural land by the simple reservation of a plot for the cultivation of garden crops or the planting of bananas and some fruit trees. Nor can an orchard or agricultural land be considered residential simply because a portion thereof has been criss-crossed with asphalt and cement roads with buildings here and there (Republic of the Philippines v. Lara, 50 O.G. 5778). We have to apply the rule of reason based on the specific facts of each case. The land, subject matter of the petition, being primarily residential, cannot be considered as rural for purposes of legal redemption under the law.

A further requisite laid down by the law to enable legal redemption of adjoining lands is that both the land of the one exercising the right and the adjacent property sought to be redeemed should be rural or des-tined for agricultural exploitation. If either, is urban or both are urban, there is no right of redemption. Again, the intention of the law in providing for this right of redemption must be borne in mind. If the land adjacent to that which is sought to be redeemed is not agricultural, then the redemption is in vain, - it does not answer the purpose behind the law. So that, if one of the tenements is urban, the right of legal redemption allowed under this article cannot be invoked (Cortes v. Flores, 47 Phil. 992; Sentencia, May 12, 1902; Baltazar v. Court of Appeals, 104 SCRA 619).

Undeniably, the land adjoining that which is sought to be redeemed is a piece of residential land on which the respondents live. The stipulation of facts of the parties recites:

"1. Plaintiffs reside on a lot east of the land in question and adjacent to it; (Italics supplied)

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Again, this is deemed an admission by the respondents of the residential character of their own land thus

dis-qualifying them from rightfully redeeming the property in question.

Thus, the circumstances under which legal redemption may be exercised not having been found present in the case at bar, the respondents have no right to enforce against the petitioners.

WHEREFORE, IN VIEW OF THE FOREGOING, the petition is hereby GRANTED. The decision of the respondent Intermediate Appellate Court is REVERSED and SET ASIDE. The judgment of the former Court of First Instance is REINSTATED.

SO ORDERED.

Melencio-Herrera, Plana, Relova, and De La Fuente, JJ., concur.

Teehankee, J., (Chairman), in the result.

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