

JULIAN ENRIQUEZ, PLAINTIFF AND APPELLANT, VS. ISABELO OLAGUER, DEFENDANT AND APPELLEE.

G.R. No. 7301. January 17, 1913

Ponente: ARELLANO, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-7301/>

ARELLANO, C.J.:

Plaintiff sues for ownership of a parcel of land some 8 gantas of seed corn in extent, with the boundaries stated in the complaint, concerning which there is no question whatever, as its identity is admitted. The defendant is in possession of the land as owner.

The Court of First Instance of Cebu dismissed the complaint, with the costs against the plaintiff. The whole question brought to this court is reduced to who is the owner of the land claimed.

The defendant's claim is supported by his possession and by the provision of law that any person in possession of a thing under claim of ownership has in his favor the legal presumption that he holds under valid title and cannot be required to exhibit the same. (Art. 448, Civil Code.)

A title of ownership being presumed by the law in favor of the defendant, he is relieved from the onus probandi, an obligation that falls wholly upon the plaintiff.

The plaintiff has not presented any title whatever, either as a document evidencing his ownership or as a ground of acquisition of ownership on his part. He produced Exhibit A, which is evidence against himself. It reads thus:

"Memorandum.—Received from Isabelo Olaguer (the defendant) and Gregorio Roble, residents of Danao, Cebu, P. I., of legal age, farmers, the sum of P100 (one hundred pesos Conant), the price of a parcel of land situated in Danao belonging to Don Bernabe Reyes, who has authorized me in writing to sell it for said sum and receive the price thereof. Cebu, February 7, 1905.—(Sgd.) Jayme Vaño."

There is not a word in this document which can be invoked by the plaintiff Julian Enriquez, whose name does not even appear in it. The plaintiff failing in his proof, the defendant must be absolved.

But in this case Isabelo Olaguer has further in his favor:

(1) The fact of his possession, which in itself is sufficient; (2) the above-quoted document, which is proof in favor of the defendant as to acquisition of title on his part; (3) the document, Exhibit 1, of the defendant, which reads thus:

"The land situated in Mangitngit of the town of Danao of the Province of Cebu, which was mortgaged by Don Narciso Mir y Mir to the undersigned according to the proper deed, No. 202, dated August 4, 1886, and which in the letter of the deceased Mir, dated December 3, 1889, he cedes in absolute sale said land to the undersigned on account of the debt of Mir y Mir; he transfers it upon the same conditions for the sum of P100 to Isabelo Olaguer and Gregorio Roble, as per memorandum receipt issued by my attorney, Don J. Vaño, on February 7, 1905. (Exhibit A of the plaintiff.)—Danao, February 15, 1906.—(Sgd.) Bernabe Reyes."

In face of the lack of any title on the part of the plaintiff and the ample evidence of the defendant, the plaintiff yet prosecuted his claim by means of the present appeal and does not appear to rely upon any other grounds than his possession of the memorandum receipt from Vaño (Exhibit A) and the fact that the P50 which Vaño received from Isabelo Olaguer belonged to him.

The defendant explains the first fact by saying that when the receipt was drawn in his and Gregorio Roble's favor he gave it to Roble to keep and Roble gave it to the plaintiff. Whatever explanation may be given of this fact, it would not be in itself sufficient to prove ownership in favor of the plaintiff. Previously Isabelo Olaguer and Estanislao Olaguer had been tenants on the land on shares with Bernabe Reyes. It does not appear of record why Julian Enriquez, the plaintiff, would be the successor of Bernabe Reyes in tenancy or lease with Isabelo Olaguer. Isabelo Olaguer had no carabaos for tilling the soil and so informed Bernabe Reyes, proposing that the latter purchase the land. Hence passed into the hands of Isabelo Olaguer through sale the land he was already holding by a lease or on shares with the former owner. That the money, P50, with which Olaguer made the purchase might have belonged to Enriquez, even if true, which it is not for it is not proven, would not necessarily make Enriquez the owner of the land bought. Olaguer would owe him the money, but in buying the land with Enriquez' money he did not have to waste time in going to Bohol and bringing to Cebu the deed of purchase for someone else, when it does not appear that he was doing all this by virtue of authority conferred upon him by this other person.

There is a definite provision in the Partidas which decides the case. It is law 49, title 5 of Partida 5, dealing with the case of those who buy property with another's money, which they have in their possession, and it fixes that as a general rule the property bought belongs to him who bought it with the other's money, laying down exceptions such as the case of money belonging to a minor when the guardian is the one who makes the purchase or dowry money and the husband is the purchaser, etc., under none of which falls the defendant's case, which is only hypothetical after all.

Only through a contract proven in this proceeding to the effect that defendant had to buy the land for the plaintiff with the latter's money, for the purpose of continuing the cultivation which he was carrying on with the vendor, inasmuch as he could not purchase it for himself on account of lack of funds, could the complaint have been allowed, but there is not a single fact to this effect in the complaint, still less in the evidence.

The judgment appealed from is affirmed, with costs against the appellant.

Torres, Mapa, Johnson, Moreland, and Trent, 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.