

ELISA VEGUILLAS, PLAINTIFF AND APPELLANT, VS. ROMAN JAUCIAN, DEFENDANT AND APPELLEE.

G.R. No. 7351. September 16, 1913

Ponente: JOHNSON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-7351/>

JOHNSON, J.:

On the 15th of October, 1909, the plaintiff commenced the present action in the Court of First Instance of the Province of Albay, to recover from the defendant six parcels of land, more particularly described in paragraph 2 of the complaint, together with P400 as damages. The plaintiff alleges that she is the owner of the said six parcels of land. The defendant in his answer denied each and all of the allegations contained in the complaint.

In a very careful prepared opinion the Honorable Percy M. Moir, after hearing the evidence, found that the defendant had a better right to the land described in the complaint than the plaintiff, and rendered a judgment absolving the defendant from all liability under the complaint, with costs against the plaintiff. From that sentence the plaintiff appealed and in this court made the following assignments of error:

"1. In permitting the defendant to submit secondary evidence regarding the contents of an alleged document of pledge or sale with right to repurchase, said to have been executed by Damaso Ricafort in defendant's favor in the year 1901, when the destruction or disappearance of said document had not been previously proven.

"2. In stating in the judgment appealed from that the plaintiff presented a motion in the justice of the peace court of Ligao with reference to possession of the land and as a result of this action the deputy sheriff of Ligao entered into possession of the land in question; it appears from the evidence that this possession so given to the plaintiff was effected at the time of the harvest of the years 1908 to 1909, which continued from the latter part of November to the latter part of January; although the truth as derived from the evidence is that the action was instituted by the plaintiff in the justice of the peace court of the municipality of Oas, and the possession mentioned was given by the deputy sheriff of Oas, in the month of January of the year 1908.

"3. In holding that the defendant is the possessor in good faith of the land in question and that he took possession of said land without knowledge of the plaintiff's rights.

"4. In holding that the defendant has a better right to the land in question because of his possession previous to the plaintiff, despite the circumstance that the plaintiff has her title registered in the property registry and the defendant has no title of any kind.

"5. In rendering judgment for the defendant and against the plaintiff, sentencing the latter to pay the costs of the trial."

With reference to the first assignment of error, the appellant contends, relying upon section 321 of Act No. 190, that the lower court committed an error in admitting secondary proof of the contents of a lost document or writing. That part of section 321 relating to the question presented by the appellant says:

"If it (the writing or document) has been lost, proof of the loss must first be made, before evidence can be given of its contents. Upon such proof being made, together with proof of the due execution of the writing, its

contents may be proved by a copy or by a recital of its contents in some authentic document or by the recollection of a witness."

In the present case the defendant testified that the document in question was burned at the time his house was destroyed by fire. There is absolutely no proof in the record contradicting the declaration of the defendant. The fact, therefore, that the document in question was burned stands proved, without any contradiction. The fact that the document in question was executed is supported, not only by the declaration of the defendant, but by the declaration of Damaso Ricafort. In addition to the declarations of these persons with reference to the execution of said document, the defendant attempted to prove its contents by the presentation of a document (Exhibit 4) executed by the original parties, after the burning of the first, which pretends to be a true copy of the original. There seems to be no reason in the record why the court should have disbelieved, in the absence of any testimony to the contrary, the statement of Roman Jaucian, that the document in question had been burned. That fact having been established, the testimony admitted by the lower court relating to the contents of the document was admissible and no error was committed by the court with reference to the same.

The second assignment of error relates only to a possible mistake in naming the municipality in which certain proceedings had been had before the justice of the peace. Admitting that there was a mistake, in our judgment, and we are supported in this by the appellant himself, this can have no effect upon the conclusion reached by the lower court.

In our judgment the third, fourth, and fifth assignments of error may be considered together.

The important facts relating to these assignments of error may be stated briefly as follows:

- It appears from the record that in the month of August, 1901, by a pacto de retro, a private document, Damaso Ricafort sold to the said Roman Jaucian, thirty-six parcels of land, which are particularly described in Exhibit 4; that the six parcels of land in question in the present action were included in said thirty-six parcels.
- That in the year 1903, the said Damaso Ricafort sold to Osmundo Roa the six parcels of land involved in the present action, under a mortgage or pledge or pacto de retro, a private document.
- That in the month of August, 1906, the said Damaso Ricafort sold to Elisa Veguillas, the plaintiff herein, the six parcels of land, by a pacto de retro, a public document; that said document was duly annotated in the registry on the 25th day of October, 1909, as well as on the 10th day of March, 1910.
- That in the year 1907, Roman Jaucian redeemed the six parcels of land in question from Osmundo Roa, which the latter had purchased from Damaso Ricafort in the year 1903, and went into possession and remained in possession of the same until January 18, 1908, when he was dispossessed by an order of the justice of the peace.
- That Roman Jaucian, the defendant herein, later obtained possession of said parcel of land and has been in possession of the same ever since, claiming to be the owner thereof.
- That in the year 1908, the said Damaso Ricafort failed to pay to the plaintiff herein, Elisa Veguillas, the interest due upon the contract or pacto de retro between them, and the said Elisa Veguillas commenced an action before the justice of the peace of the municipality of Oas, for the purpose of obtaining possession of the six parcels of land in question, under and by virtue of the pacto de retro executed by Damaso Ricafort to the plaintiff herein on the 19th of August, 1906. The justice of the peace ordered the possession turned over to the plaintiff herein, which order was duly executed.
- It is admitted that at the time the defendant Roman Jaucian redeemed the interest which the said Osmundo Roa had in said six parcels of land, in the year 1907, and took possession of the said land, he had no knowledge or

information concerning said pacto de retro between Damaso Ricafort and the plaintiff herein.

- The fact is also admitted that at the time the pactos de retro of the month of August, 1906, was executed and delivered between Roman Ricafort and the plaintiff herein, the latter had no knowledge or information concerning the existence of the other two contracts or pactps de retro, which the said Damaso Ricafort had made with reference to the said land, to the defendant herein, in the year 1901, and the one in favor of Osmundo Roa in the year 1903.

- The lower court relying upon the foregoing facts and the provisions of article 1473 of the Civil Code, reached the conclusion that the defendant, Roman Jaucian, had a better right to the land in question than the plaintiff, and so decided. The appellant contends that the lower court committed an error in his interpretation or application of said article 1473. Said article 1473 provides that:

"When the same thing has been sold to different vendees, the ownership shall be transferred to the person who first took possession of it in good faith, if the thing is personal.

"When the thing is a piece of real property, it shall belong to the person acquiring it who first inscribed it in the registry.

"When there is no inscription, the property shall belong to the person who first took possession of it in good faith, and, in default of said possession, to the person who presents the oldest title, provided there is good faith."

It is admitted that at the time Roman Jaucian went into possession of the six parcels of land, after he had redeemed the same from Osmundo Roa, he did so in good faith, being ignorant of the contract between Elisa Veguillas and Damaso Ricafort. His title was also older than that of Elisa Veguillas. His title being older and having obtained possession in good faith, under the provisions of paragraph 3 of said article 1473, he is the owner of the property in question, unless the alleged registry of the property made by Elisa Veguillas on the 25th of October, 1909, and on the 10th of March, 1910, had the effect of defeating his title. Paragraph 2 of article 1473 gives the land, when it has been sold to two persons, to the one who first acquires the registration of the same. The defendant, Roman Jaucian, makes no pretension that he had his title registered. Some question is raised whether the plaintiff, Elisa Veguillas, had her title duly registered-whether or not what she did amounted to a registration of her title. The plaintiff alleges in paragraph 3 of her complaint that: "Said instrument of sale was annotated preventatively in the property registry under date of October 25, 1909."

The trial judge found, as a matter of fact, from the proof adduced during the trial, that the title of the plaintiff "was inscribed in the property registry of this province, on October 25, 1909." (Paragraph 5 of decision.)

In view of the provisions of paragraphs 2 and 3 of said article 1473 of the Civil Code, it becomes most important to ascertain whether Elisa Veguillas actually had her title registered or whether it was simply a preventative precautionary notice, preventative precautionary notice, and if she failed to secure the actual registry within thirty days thereafter (paragraph 2, article 17, Mortgage Law) such preventative precautionary notice did not make her the owner. The preventative precautionary notice only availed to protect her rights for a period of thirty days. (Paragraph 2, article 17, Mortgage Law.) And, moreover, if what was done by the plaintiff only amounted to a preventative precautionary notice, it would only protect her rights against interests or rights subsequently acquired. It could not have the effect of defeating interests or rights acquired theretofore. (Article 71, Mortgage Law.) The actual registration of the title only could do that. Don Odriozola, in discussing the effect of a preventative precautionary notice, says:

"While article 71 of the Law guarantees the right of the person who has secured an annotation, such precept cannot be held to contradict the provisions of article 20 of the same law, nor may it be deduced therefrom that

the annotations confer upon the person making them a right to the property annotated preferential to rights previously acquired and inscribed." (Diccionario de Jurisprudencia, p. 47.)

A preventative precautionary notice only protects the interests and rights of the person who secures it against those who acquire an interest in the property subsequent thereto, and then only for a period of thirty days. It cannot affect the rights or interests of persons acquired theretofore. While, on the other hand, if one of the different purchasers of the same tract or parcel of land has secured the actual registration of his title before the other purchaser, he thereby becomes the real owner as against other purchasers of the same property. (Paragraph 2, article 1473.)

In view of the foregoing, and as was said above, it becomes very important to determine what was the effect of the alleged registration or notice in the registry, secured by the plaintiff. Upon a careful examination of said note or notice, made by the registrar of property of the Province of Albay, on the 25th of October, 1909, and on the 10th of March, 1910, we find, upon an examination of the document Exhibit A (the contract between the plaintiff and Damaso Ricafort), that on the 25th of October, 1909, the registrar of property of the Province of Albay made the following memorandum upon said document: "the foregoing instrument annotated, etc.," and on the 10th of March, 1910, the said registrar made a further note to the same effect. A marginal memorandum of said annotation was also made on the original document itself. We think that what was done with respect to said entries or annotations and marginal notes amounted to a registration of the property in favor of the plaintiff, Elisa Veguillas. The plaintiff having secured the registration of her title first, she has a preferred right over the other purchaser (the defendant), whose title had not been registered. This is true, even though the latter was in the actual possession of the land. (Paragraph 2, article 1473.) Under the provisions of said article (1473), in the case of two purchasers of the same parcel of land, the registration in favor of one defeats the possession on the part of the other. More credit is given to registration than to actual possession.

With reference to damages for the occupation of the land in question caused by the defendant, the plaintiff claims the sum of P200 damages for each of the years 1908 and 1909, making a total of P400 damages. It was proven during the trial that the share of the crops belonging to the owner amounted to about P200 per year. That being true, the value of the crops to the owner of the land for two years would amount to P400. It will be remembered, however, that in 1907, Roman Jaucian, the defendant, entered into the possession of the property without having any knowledge or information concerning the claim or interest of the plaintiff in said property. It will be remembered also that he was ousted of his possession by an order of the justice of the peace in January, 1908, and that he again entered into possession of the property (the record not disclosing exactly in what manner) and harvested the crops for the year 1909. It will also be remembered that the plaintiff did not consummate her title by the registration of the same until the month of October, 1909. The registration was not made until the month of October, 1909. The title of the plaintiff was not perfected until such registration. It is also true that in the absence of such registration, the defendant being a prior purchaser and in possession of the property, he was entitled to occupy the same as owner and to reap the crops. (Paragraph 3, article 1473.) The question then presents itself-under these facts-the defendant being an occupant in good faith and the plaintiff not having perfected her title until after the crops had been harvested, for which she claims damages, is the plaintiff entitled to recover damages for such alleged illegal occupancy on the part of the defendant? The defendant being an occupant in good faith and having collected the crops believing that he was the owner of the property, the plaintiff cannot recover damages for the same. (Articles 451, 452, 453, Civil Code.)

For the foregoing reasons, the judgment of the lower court must be reversed, and without any finding as to costs it is hereby ordered that a judgment be entered declaring that the plaintiff is the owner and entitled to the immediate possession of the six parcels of land described in paragraph 2 of the complaint.

Arellano, C. J., Torres, Carson, 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.