

THE FRANCISCAN CORPORATION OF THE PROVINCE OF SAN GREGORIO MAGNO, APPLICANT AND APPELLANT, VS. THE ROMAN CATHOLIC ARCHBISHOP OF MANILA, OBJECTOR AND APPELLEE.

G.R. No. 9371. November 16, 1916

Ponente: ARAULLO, J.

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ARAULLO, J.:

The purpose of these proceedings is to secure the inscription in the property registry, in behalf of the applicant corporation, of a real property which, as stated in the application, was acquired by occupation by the said corporation for more than 334 years and is described as follows:

"A parcel of land situated in the district of Santa Ana, Manila, P. I., bounded on the north by the property of Dona Julia Tuason; on the east, by the properties of Mauricio Felix and Demetrio Rosales; on the south, by Calle Lamayan; and on the west, by lot No. 2, the Santa Ana Church. Containing 3,862 square meters."

This application was opposed by the Roman Catholic Archbishop of Manila, a unipersonal corporation which claimed to be the exclusive owner of the said land.

The objector moved to dismiss the application on the ground that it was filed by the said Franciscan Corporation without due authorization from the Holy See, which motion was overruled, the trial court being of the opinion that the applicant had the requisite legal capacity for the exercise of its civil rights, and the objector excepted to the ruling. The case was heard, evidence was submitted by both parties and on April 10, 1913, judgment was rendered sustaining the said opposition and finally dismissing the application, without special finding as to costs. To this judgment the applicant excepted and at the same time asked for a new trial, which was denied. Exception to this ruling was likewise taken by the applicant, which appealed to this Supreme Court through the proper bill of exceptions and assignment of errors.

The application for registration relates only to the land therein described, which is a part of the land designated in the plan Exhibit A, presented with the said application and also in the plan Exhibit D-1 which was also presented in evidence during the trial.

The record shows that the whole of the land shown on the said plans is covered by two buildings, to wit: the Roman Catholic church of the district of Santa Ana of this city, and, toward the east of this church and adjoining it, the Convent of Santa Ana; this latter is also composed of two parts, one of which is the parochial building, used as a dwelling for the parish priests and is contiguous to the church, and the other the building used as an abode for the aged priests and those on vacation belonging to the Franciscan Order, the applicant corporation. The application is confined solely to the parcel of land on which this last mentioned part of the building is constructed, known, as a whole, as the Convent of Santa Ana, and this parcel is the one described in the application.

With regard to the land, the trial court says in the judgment appealed from that neither the applicant nor the objector has presented any direct proof of the manner in which it was acquired; but that the applicant cited certain

chronicles of its order, written in the year 1738, which mention the evangelical labors carried on by the said order in several of the pueblos of the Philippine Islands, and in which the following appears:

"Where the labor of our first founders secured the most conspicuous results was in the following districts:
Along the Manila River, where churches and towns were erected in Dilao, Quiapo, Santa Ana de Sapa, Antipolo * * *."

The trial court adds, however, that this chronicle proves nothing, and the erection of churches by the Franciscan friars does not mean that the land on which they stand really belongs to the Franciscan Corporation, but that, were the contrary the case, the legal presumption would be in its favor, that is to say, if the land belonged to it, we should be led to conclude from this fact that the churches built thereon were also its property.

Of course we agree that the legal presumption is that the owner of the land is also the owner of the building erected thereon, but it is also true that sometimes one person is the owner of the land while another owns the building, and that where a building is found on a piece of land, as is the Convent of Santa Ana on a tract that comprises all the area adjacent to the church of the said pueblo, as seen by the plans Exhibits A and D-1, has stood on it for more than a hundred years, and the owner of the land is unknown and no one has claimed to be its owner, the legal presumption is that the owner of the building is the owner of the land, and the mere fact of the possession of the land by means of the building that has stood on it for so many years is sufficient to convert the owner or the possessor of the building into an owner of the land by prescription. This is the feature that must be considered in this case, for the applicant does not seek to register the building, but the land on which it stands, or rather that part of the land covered by a part of the building (marked on the plan Exhibit A as Lot E-1) which is described in the application and was designated in the proceedings as the building used as an abode for the aged priests and priests on vacation belonging to the Franciscan Corporation, thus distinguishing it from the other part of the building, that is, the parochial building used as a dwelling for the parish priests and which is contiguous with the church.

There is no evidence whatever in the record to show that the parochial church of the pueblo of Santa Ana and the convent annexed thereto were constructed at the expense of the municipality of this pueblo, or with funds of the objector corporation, that is, of the Archbishop of Manila, or out of those of the Roman Catholic Church of the Philippines. On the other hand, it is shown by the chronicles mentioned by the lower court in the judgment appealed from, *Cronicas de la Apostolica Provincia de Religiosos Descalzos de San Francisco, en las Islas Filipinas, China y Japon*, written by Friar Juan Francisco de San Antonio and printed in the year 1738 (a certified copy of the part thereof pertinent to the case at bar was presented at the trial and admitted in evidence), that the Franciscan friars founded, among other churches and towns along the Manila River, those of Santa Ana de Sapa, that is, of the church here in question, and it is impossible to refuse credence to those chronicles written and printed more than 178 years ago. It was also disclosed by evidence that was not challenged by the objector, that the priests of the San Franciscan Corporation have managed the affairs of the Santa Ana parish and since time immemorial, or rather since its foundation, have been in possession of the building called the Convent of Santa Ana, with the exception of at most three years during the Revolution against Spain, that is, until the year 1898. During this period the spiritual administration of the pueblo was commended to Filipino priests of the secular clergy for the reason that the Franciscan friars were obliged to take refuge in the main convent of their order; but at the expiration thereof they again took possession of the said convent and again undertook the management of the affairs of the parish and were continuing in this possession at the time the applicant commenced these proceedings.

The trial court says it is an admitted fact that the church and a part of the building called the convent are the church and parochial building of the Catholic community of the district of Santa Ana, and that, as such, it is

unquestionable that they belong to the objector; that, furthermore, it appears from the record that the land on which that church and that part of the so-called parochial building stand likewise belong to the objector.

As already stated, no question has been raised in these proceedings with respect to the ownership of the church and the part of the building called the convent and used as the parochial building of the pueblo of Santa Ana; but it is not true that the record shows that the land on which that church and the said part of the so-called parish building stand, belongs to the objector. At least, in so far as concerns the land occupied by the whole building called the convent and composed of the two parts aforementioned, the ownership should be deemed to pertain to the persons who were in possession of the said building since it was erected, to wit, the Franciscan Corporation, the applicant, and it is this point that should have been considered by the trial court in deciding the application of the said corporation for the registration of one of the two parts of the said building.

The record discloses that prior to the year 1881 differences and disagreements arose between the Archbishop of Manila and the Franciscan Corporation with respect to the ownership of the building called the convent of the pueblo of Santa Ana, and, consequently, with respect to that part of the land occupied by this building also, for this land, as aforesaid, should have been and should be deemed to belong to the owner or possessor of the building standing thereon.

First of all, there is the decree of the governing chapter of the Franciscan Order, dated December 6, 1871 (Exhibit B). In this document the words "our convent of the pueblo of Santa Ana de Sapa" are employed in authorizing the father provincial of the order to incur such expenses and he might deem necessary to put the building in good condition and to insure its preservation, and to provide the necessary shelter, protection and comfort for the aged friars and priests on vacation.

In another decree by the same governing chapter, inserted in the minutes of the provincial chapter held by the Franciscan Order on May 31, 1873 (Exhibit E-2), the following appears:

"8th Prelacy—Minutes of the Provincial Chapter held on May 31, 1873.

"1. The Venerable Governing Chapter, at the suggestion of the Venerable Discreto, hereby approves the minutes of the last chapter, thus giving force of law to the new constitutions referred to therein.

"DECREES OF THE VENERABLE GOVERNING CHAPTER.

"1. The Venerable Governing Chapter advises and charges our beloved provincial brother-to conduct as soon as possible and in writing such negotiations as he may deem necessary, with His Excellency the Archbishop, until a final agreement is reached in regard to the part of the Convent of Santa Ana de Sapa to be allotted as a dwelling for the parish priest and the part thereof to be used by the friars on vacation and as a dwelling for aged friars. After the division [between these two parts] has been clearly marked on the plan, it shall be incumbent upon the province to defray the expense of the upkeep of this last-mentioned part of the building, for which purpose the authorization which in the third decree of the congregation was given to our beloved brother, the provincial master, is renewed."

On November 30, 1880, in another decree of the same governing chapter (Exhibit E-3), the following action was taken:

"Prelacy of the Franciscan Friars of the Philippines. Decrees of the Venerable Governing Chapter, passed on November 30, 1880.

"12th. In view of the provision of the Venerable Governing Chapter of the Intermediate Chapter, assembled on December 4, 1871, authorizing our beloved brother and father provincial to expend such amounts as he may deem necessary for the repair of our convent of Santa Ana, the Venerable Governing Chapter advises and

charges our beloved father provincial to have a plan made of the said convent, on which shall be indicated the part of the building which shall serve as a dwelling for the parish priest, in conformity with the agreement made between him and His Grace, the Archbishop; and authorizing him, furthermore, to expend such amount as he may deem necessary, for the repair of the remainder of the building, left as a convent belonging to this holy and apostolic province. After all the foregoing shall have been accomplished, record shall be made in the minutes to the effect that the said convent belongs to Our Province of Barefooted Friars of the Philippines, of which minutes and plan, authenticated by the proper signatures, our beloved brother shall acquire a copy and keep it in the archives of the province."

The matter referred to in these two decrees of the Governing Chapter of the Franciscan Friars, and especially that mentioned in the first, to wit, the decree of May 31, 1873, having been submitted to the decision of the Very Reverend Archbishop of Manila, the said Archbishop, Friar Pedro Payo, on April 19, 1881, addressed to the provincial of the San Franciscan Order the following communication (Exhibit D) the original copy of which was presented in evidence at the trial:

"See of Manila.—On this date I have decreed as follows:

" 'In view of the record in this case initiated by the communication received on the 1st instant from the very reverend father provincial of the San Franciscan Order, residing in this city; and in view of the data shown on the plan which accompanies and is a part of the said record; and whereas, from the historical data contained in the copy found on pages 1 to 3, the ownership of the Franciscan Order in the convent of the pueblo of Santa Ana de Sapa appears in a certain manner to be established; and whereas the church of the said pueblo has not at the present time the means whereby to defray the cost of the work made necessary by reason of the damage occasioned by the last earthquake; and whereas, considering its bad condition, especially in the rainy season, if proper repairs to the said building are not soon made the ruin and destruction of the convent is almost certain; and whereas account has been taken of the other reasons adduced in the communication above mentioned, we therefore hereby accept the cession of that part of the said convent which is designated on the accompanying plan, as a dwelling for the parish priest; on condition that if, through any unforeseen event, the parochial building should become uninhabitable, the parish priest shall take lodgings in any one of the apartments of the part designated for the use of the said corporation, without prejudice to the present parish priest of Santa Ana de Sapa taking such action as may be required (as a separate matter and after exhibition, also, of the proper plan, in the usual manner followed in similar cases), should his house or convent likewise require repairs. This decree shall be referred to the very reverend father provincial of the San Franciscan Order and to the parish priest of Santa Ana, for such action as may be required, and when this has been done, this document shall be placed on file.'

"The foregoing is transmitted to your reverence for your information and for the purposes therein mentioned.

"May God guard your reverence for many years. Manila, April 19, 1881.—(Sgd.) Friar Pedro, Archbishop.— Very Reverend Father Provincial of the San Franciscan Order."

As may be seen, the applicant has continually maintained, or for more than forty years at least, as appears from the first of the two aforementioned decrees of the governing chapter of the said order (that of December 6, 1871), that the convent of the pueblo of Santa Ana de Sapa belonged to it, and that it has also since then been performing acts of ownership and disposal in respect to the said building. It was aware that the Archbishop of Manila might hold another opinion with regard to the said ownership, because of the fact that the parish priest of the pueblo was living in a part of the said building. In order to clear up doubts and settle the differences between the said order and the supreme ecclesiastic authority of the Islands upon whom it devolved to settle the matter, it recommended to the father provincial of the order that, as soon as possible, he should enter in writing, into such negotiations as he might deem necessary to come to a final agreement with the Archbishop with respect to the part of the convent to be allotted as a dwelling for the parish priest and the part thereof to be used for the friars on vacation and as a

dwelling for the aged friars; and it also charged the said father provincial to mark the division between the said two parts of the building on a plan, and renewed the authorization previously granted to defray the cost of the repair of the last mentioned part of the building, which should be borne by the province. Later, on November 30, 1880, and in view of the action decided upon in December, 1871, the same governing chapter advised and charged the father provincial to have a plan made of the said convent, on which should be marked the part of the building that was to serve as a dwelling for the parish priest, in conformity with such agreement as might be made by himself and the Archbishop, and he was authorized to expend such amount as he might deem necessary for the repair of the remainder of the building left as a convent belonging to the said apostolic province. The governing chapter further provided that, when this was done, record should be entered in the minutes to the effect that the said convent "is a building belonging to our Province of Barefooted Friars of the Philippines," and that the Father Provincial should keep a copy of the said minutes and plan in the archives of the province.

The plan referred to in the aforementioned decree, the same one presented in evidence in the case at bar as Exhibit D-1, was made one month and a half afterwards-, to wit, on January 15, 1881, by the surveyor Puig y Llagostera, as shown by the plan itself and by the testimony of one of the friars of the said Franciscan Order, Ramon Cabiedes (who, from 1872 to 1882 was the parish priest of the said pueblo of Santa Ana), and Fernando Sanchez and Tomas Moya, who were respectively the provincial commissary of the said order and the parish priest of the said pueblo, both of whom were still acting in the capacities just mentioned when the complaint was filed and the trial was commenced. These two witnesses knew of the said plan and had seen it in the files in the house of the provincial commissary of the said corporation. This plan or sketch indicates, as said by its title, the parts belonging to the convent, church and parochial building of the pueblo of Santa Ana; there is designated thereon by the letters A, B, C and D, the division of the building called a convent, into two parts, one of them being that which the Franciscan Corporation was then trying to cede to the church for a parochial building or dwelling for the parish priest. The last mentioned witness, Tomas Moya, explained all of these facts in detail at the trial, with the said plan or rough sketch before him.

The said plan was drawn and the respective proceedings commenced in the Archbishopric of Manila, as the result of a communication of April 1, 1881, from the father provincial of the San Franciscan Order. On the occasion of the diocesan visit, a conference was held in the Convent of Santa Ana by Father Pedro Payo, Archbishop of Manila, and Pedro Moya, father provincial of the San Franciscan Order. This conference was also attended by Ramon Cabiedes, the parish priest of the said pueblo, who heard the explanations and reasons given by both parties just above mentioned. Subsequently, on the 19th of the same month of April, the said Archbishop issued the decree above transcribed and on the same date it was communicated to the father provincial of the San Franciscan Order. In this decree, as has been seen, after stating that he had examined the said record of proceedings and the plan thereto attached, he virtually acknowledged that, from the history related in the copy attached to the said record of proceedings—a history which must have been that of the foundation of the church and the convent of the said pueblo of Santa Ana—the ownership claimed by the Franciscan Order in the Convent of Santa Ana de Sapa, was in a certain manner established. He further stated that he had taken into account the other reasons advanced in the aforementioned communication from the father provincial, and terminated by saying: "We consequently accept the cession of that part of the said convent, which, intended as a dwelling for the parish priest, is designated on the attached plan;" and, in prevision of the possibility of the parochial building becoming uninhabitable as a result of some unforeseen contingency, he wished to have the rule established that the parish priest should lodge in one of the apartments assigned for the use of the said Franciscan Corporation, without prejudice to his taking the necessary action, as a separate matter (upon exhibition of the proper plan in the manner usually followed in similar cases) for the repair of his house or convent, should it require repair.

The Archbishop of Manila, then, approved the division into two parts of the building called the convent of the

pueblo of Santa Ana, in the manner appearing on the plan Exhibit D-1, drawn by the surveyor Puig y Llagostera on January 15, 1881, by order of the governing council of the San Franciscan Order, issued on November 30, 1880, for the purpose of arriving at a definite understanding with the Archbishop in regard to what part of the said convent should be assigned as a dwelling for the parish priest and what part of it was to be used by the aged friars and the friars on vacation. The two parts aforementioned were divided and were designated by the letters A, B, C and D. The Archbishop accepted the division and explicitly recognized that the Franciscan's ownership of the convent was established and by that acknowledgment accepted the cession of the part which, intended as a dwelling for the parish priest, was designated on the said plan and had been made by the Franciscan Corporation to the Archbishop of Manila. It cannot be said that this acknowledgment of the ownership of the Franciscan Order in the convent was not explicit and positive merely because of the statement in the said decree that its ownership in the convent appeared in a certain manner established, because the fact of the archbishop's acceptance of the cession of that part of the convent as a dwelling for the parish priest, after recognizing the ownership of the applicant corporation in the whole building, shows that the Archbishop was convinced that the grantor of the said part of the building was the proprietor or owner of the convent, for, if he had entertained any doubt on this point, exercising, as he did, the supreme authority of the Church in these Islands, he could have refused to accept the cession or could have postponed the determination of the matter by providing that the parish priest of the pueblo should continue to reside in the convent, as he had been doing since the erection of that building and of the church, especially since the parish was then governed, as it has always been, by a member of the San Franciscan Order.

It is, therefore, indisputable that the Archbishop of Manila, well versed in the history of the church and convent of Santa Ana, mentioned by him in his decree, and in view of all the data shown in the record, considered it a matter of strict justice to recognize the ownership of the Franciscan Corporation in the convent, and acquiesced in the cession made by the said corporation of a part of the said convent to the Church to be used as a parochial building or dwelling for the very reason that, according to the testimony of Father Ramon Cabiedes (who at the time of the cession was, and for ten years previously had been, the parish priest of the pueblo of Santa Ana) although the parish priest was a member of the San Franciscan Order, he depended, as such, on the Archbishop and, at the same time, as a regular he was under the orders of the provincial. So that, as the trial court said, there ought to have been in that pueblo a building for the parish priest, or parochial building, of the Catholic community of that district of Santa Ana, but as there was no such building (because the Franciscan Corporation maintained that the building called the Convent of Santa Ana belonged to the said corporation and not to the Roman Catholic Church of the Philippines) the Archbishop of Manila, the supreme chief or head of the church, recognizing these facts and desiring that the Catholic community of that district should not continue to be without a parochial building of its own, accepted the cession which the said Franciscan Corporation saw fit to make of a part of its property in the convent building of Santa Ana to the Roman Catholic Church of the Philippines.

Before the cession was made, the work of the repair of the entire building, known as the Convent of Santa Ana, had been accomplished at the expense of the applicant corporation, and among such repairs, those made necessary by the earthquakes of the year 1880. The cost of all these repairs -amounted to several thousand pesos and was paid by the Procurador General of the said corporation, according to the testimony of Friar Ramon Cabiedes, who was then the parish priest of the said pueblo. After the cession had been made, the repair work on the church and the part of the edifice intended as a parochial building or dwelling of the parish priest, was defrayed out of the funds of the parochial church itself, that is, the so-called building funds, which were in the custody of the parish priest, after the latter had been expressly authorized by the Archbishop, as appears from the documents Exhibits 3, 4, 5 and 6 (presented by the objector itself) in connection with the testimony of said witnesses Friar Ramon Cabiedes and Friar Tomas Moya. Since then all the repair work done on the part of the convent intended as a

dwelling for the aged priests and the priests on vacation, of the San Franciscan Order, and which had been reserved by the applicant corporation for itself out of its property—some of which repairs were quite extensive, such as the tearing down of certain walls, the strengthening of others, and the construction of four cloisters in that part of the building—all of these works and repairs, we repeat, were paid for by the office of the Procurador general of the order, that is, by the province of San Francisco, and not out of the funds of the Archbishop of Manila, or those of the Roman Catholic Church of the Philippines, or of the parochial church of the said pueblo. These payments were made without any prior authorization from the Archbishop of Manila, only that given by the provincial of the said order, as is likewise shown by the document Exhibit E and the testimony of the aforementioned witnesses, by that of Friar Gilberto Martin, formerly the commissary provincial of the San Franciscan Order, and by that of Gregorio Flores, who performed some of the said work under the instructions of the said father provincial, and, as he testified, collected the amounts due therefor from the procuradar of the said corporation.

The separation of the part of the Santa Ana convent building intended as a parochial house and the part which the Franciscan Corporation had retained for the use and benefit of its members was so far accomplished that in the year 1907, while Friar Fernando Sanchez was the commissary provincial of the said order, Silvino Tunon, the acting ecclesiastical governor of the Islands during the absence of the Archbishop of Manila from the Islands, asked permission of said Father Provincial to allow the young seminarists of the diocese to pass a few days' vacation in the part of the convent reserved for the Corporation; this petition having been referred to the Provincial Governing Chapter of the San Franciscan Order, the said chapter refused its consent because, besides already having granted permission to the Dominican Corporation to send the Dominican priests on vacation there, the said San Franciscan Order itself needed that part of the building for its sick and for those of its members who intended to pass their vacations in the said convent.

Notwithstanding all the facts aforesated, which go to prove the ratification by the Roman Catholic Archbishop of Manila, that is, the objector, of his acknowledgment of the applicant's ownership in the part of the Santa Ana Convent that was excluded from the cession to the Roman Catholic Church as a parochial building of the pueblo of Santa Ana, and which the applicant had retained for itself, and, consequently, also its ownership in the land on which that part of the said building is erected, the lower court concludes that the said land belongs to the Santa Ana parochial church from the fact, as it states, that the parish priest of the same, on July 18, 1906, solicited and obtained from the Archbishop of Manila authorization to incur an expense of P250, the estimated cost for the survey of the land belonging to the church of the said district or suburb, the drawing of the plan thereof and the registration fees of the land court, for the purpose of registering the said land, under which authorization, according to the court, the plan Exhibit A was drawn. This plan comprises not only the land occupied by a part of the convent but also all the land pertaining to the church and convent.

It is true that in a communication of July 18, 1906, presented in evidence at the trial as Exhibit 1, the parish priest of Santa Ana asked for the approval of the said estimated expense of P250, not for the survey and drawing of the plan "of the land belonging to the church of the said suburb," as incorrectly stated in the judgment appealed from, but for preparing a plan "of all the lands that belong to this church of Santa Ana," as stated in the said communication itself, and to register the property anew, in conformity with the new laws, so as to avoid litigation. So that the said petition was for authority to expend P250, the estimated cost, not of the survey and plan of the land belonging to the church of that suburb, but "for the survey of all the lands owned by the said church," and this petition was addressed by the parish priest of Santa Ana to the Archbishop of Manila, as the matter concerned property of the said church. But the following appeared in the decree publishing the said authorization granted by the Archbishop on the following day, July 19, 1906:

"Having considered the petition made in the preceding communication from the reverend parish priest of the suburb of Santa Ana of this city, we hereby approve the expenditure of P250, which will be the cost of the

survey of the land belonging to the church of the said suburb, of the plan of the said land and of the fees of the Court of Land Registration; provided, however, that such expenses shall be paid out of the parochial funds in his charge."

In employing the words "land belonging to the church of the said suburb," instead of "all the lands belonging to the church of the said suburb" the Archbishop made a mistake, as the petition of the parish priest of Santa Ana referred to all these lands.

Now then, as appears from a statement made by the objector's own counsel during the trial, this corporation did in fact bring proceedings in the Court of Land Registration, under docket number 5790, to obtain the registration of those properties of the Santa Ana Church and in those proceedings the plan drawn by virtue of the foregoing authority was used. In the said proceedings the Franciscan Corporation, the herein applicant, was the objector. As stated by the same counsel and that of the applicant corporation, those proceedings were pending when the present case, No. 8438, was heard; in the latter it is to be seen that the Franciscan Corporation is the applicant and the Roman Catholic Archbishop of Manila, a unipersonal corporation, the objector. In the present proceedings the plan Exhibit A was also presented but the application, as already said in the beginning, only referred to the lot E-1 or the part of the land on which stands that part of the Santa Ana Convent which the Franciscan Corporation reserved to itself after having ceded the other part to the Church, represented by the Archbishop, for a parochial building. The dotted lines on the said plan Exhibit A were, by stipulation of the parties and at the petitioner's request, written thereon by the Bureau of Public Lands, in order to determine, approximately, the limits of the building shown on the plan D, which must be the Exhibit D-1 aforementioned, and which served as a basis for the cession accepted by the Archbishop of Manila in his decree of April 19, 1881,—a division which was also clearly determined at the trial by the same surveyor who drew the said plan, Carlos N. Francisco, when examining and comparing that plan with Exhibit D-1.

Therefore, the authority of the Archbishop of Manila referred to by the trial court was not requested by the applicant corporation, but by the parish priest of Santa Ana; it was not requested for the drawing of the plan and the survey of the land belonging to the church of the said pueblo, as the lower court understood in referring to the land sought to be registered by the Franciscan Corporation, but to all the land owned by the church of the said pueblo; but in his authorization the Archbishop referred to the land that belonged to the Church—thus evidently making a mistake because the petition of the parish priest and this authorization are clearly incongruous. This mistake is proved by the fact of the Archbishop of Manila having commenced the said proceedings, No. 5790, to secure the registration of the lands belonging to the Santa Ana church, in which proceedings the herein applicant corporation was an objector on account of the inclusion of the said lot E-1 in the said plan as a part of those properties; while in turn the Franciscan Corporation commenced the present proceedings in which the application included only a part of the land described in that plan, that is, the land designated as lot E-1, the objector this time being the unipersonal corporation, the Roman Catholic Archbishop of Manila.

The following facts, to wit, the parish priest of Santa Ana having asked authority from the Archbishop to incur the necessary expenses of inscribing in the property registry the lands belonging to the church of the said pueblo; of the Archbishop having granted this authorization, at the same time stating that it should be understood that the said expenses should be defrayed out of the parochial funds in his custody; and of the Roman Catholic Archbishop of Manila having commenced proceedings No. 5790 for the registration of these lands, utilizing the plan drawn by reason of the aforementioned authorization,—proceedings in which the Franciscan Corporation was the objector,—in themselves prove that it cannot logically be inferred from them, as the lower court erroneously judged, that the land in question belongs to the parochial church of Santa Ana. Far from warranting the deduction that the Franciscan Corporation recognized such ownership, those facts show that it did not, in any manner, acquiesce in the registration in behalf of the parochial church of Santa Ana, among those lands, of the land on

which is erected the part of the convent that it had reserved for itself when it ceded to the Archbishop of Manila the other part of the convent as the parochial building of the said pueblo.

It is undeniable that the applicant, by the fact of having been since time immemorial in the peaceable, continuous and uninterrupted possession of the land on which the Convent of Santa Ana stands (although not proven to be the founder of the convent and church there) has acquired title of ownership in the said land by prescription; and that title was expressly recognized by the objector, the Roman Catholic Archbishop of Manila, in an official document, the decree of April 18, [19] 1881, in accepting the cession of a part of the said convent (and, consequently, of the land on which the said part of the convent is erected) which the applicant made to him as the supreme head of the Roman Catholic Church of the Philippines.

The acceptance of the cession of a part of a property, duly tendered by a person whom the cessionary recognizes to be the owner thereof, and by reason of which recognition the cession is accepted, is proof of the acknowledgment of another's property rights.

This acknowledgment by the cessionary estops him from afterwards denying or attacking the title of the owner because it is a principle of law that no one may validly repudiate his own acts.

"It is a principle of universal application that admissions, whether of law or of fact, which have been acted on by others, are conclusive against the party making them in all cases between him and the party whose conduct he has influenced, and that a man shall not be permitted to repudiate his own representations." (Toppan vs. Cleveland C. & C. R. Co., Fed. Cas. No. 14,099.)

In the case of Bismorte vs. Aldecoa & Co. (17 Phil. Rep., 480) in which the foregoing principle is cited, this court said:

"Title to realty; estoppel.—If a party receives real property from another and obtains title to the same upon the theory that such party was the owner, the purchaser is estopped from later denying the ownership. A contract which is based upon the theory that one of the parties thereto is the owner of the property involved will estop the parties, or the party alleging the fact if it be the act of but one (in the performance of the contract), from claiming a different title."

"The doctrine of equitable estoppel is frequently applied to transactions in which it is found that it would be unconscionable to permit a person to maintain a position inconsistent with one in which he has acquiesced or of which he has accepted any benefit. * * * And so also the acceptance of any benefit from a transaction or contract, with knowledge or notice of the facts and rights, will create an estoppel." (Ruling Case Law, vol. 10, p. 694, sec. 22, and decisions therein cited.)

As the Roman Catholic Archbishop of Manila, the objector, accepted the cession tendered by the applicant of a part of the Santa Ana Convent for a parochial building for the pueblo of Santa Ana—and accepted it not only on the theory, but also by the explicit acknowledgment, that the applicant was the owner of the convent, and, consequently, of the land on which it is erected—and benefited by this cession, he cannot, under any principle of justice and equity, continue to enjoy the benefit and to retain the part of the convent ceded to him, and, consequently, the land on which said portion of the convent stands, and deny what he accepted as the basis of the acceptance of the cession, to wit, the applicant's ownership of the whole building and of the land on which it is erected, a part of which is the land in question. The terms of the said document have the value of a contract between the Roman Catholic Archbishop of Manila and the Franciscan Corporation; both parties thereto are mutually bound to comply with them and it is unlawful for either to fail to fulfill its stipulations. If the objector is the owner of a part of the property by reason of a title conferred upon him by the party who, as it maintains, had such title in order to have been able to cede the said part, said objector cannot be permitted to deny or to refuse to

recognize the legality and validity of this title.

Therefore, the opposition of the unipersonal corporation, the Roman Catholic Archbishop of Manila, to the registration of the land described in petitioner's application and specified in the plan Exhibit A as lot E-1 is in all respects improper and without merit. By the testimony of the witnesses Friar Ramon Cabiedes and Friar Tomas Moya, and particularly by that of the surveyor Carlos N. Francisco who drew the said plan, and in view of the plan Exhibit D-1, there was designated at the trial the part of the land desired to be registered by the applicant, corresponding to the part of the building called the Santa Ana Convent, intended as a dwelling for the aged priests and the priests of the San Franciscan Order on vacation; but as the said part and that ceded to the Archbishop of Manila for the parochial building of that pueblo form one single structure, and as the limits of both of these parts were only approximately determined on the plan Exhibit A, in connection with the plan Exhibit D-1, by the Bureau of Public Lands, at the applicant's petition, as stated at the trial by the attorneys for both parties, such determination should be made in a precise and exact manner, for the purpose of the issuance of the proper title to the applicant.

For the foregoing reasons, we reverse the judgment appealed from and hold that the applicant corporation is entitled to register the land described in its application and in the plan accompanying the same, Exhibit A, thus dismissing the opposition of the unipersonal corporation, the Roman Catholic Archbishop of Manila, thereto, without special findings as to the costs of both instances. Within a reasonable period to be fixed by the court the parties shall, before registration, precisely and accurately determine the part of the land that corresponds to each one of them, as well as the true boundaries between both properties, and should they not do so within the said period, then the court shall determine the area and boundaries, taking account of such data as it may deem necessary for this purpose. So ordered.

Torres and Johnson, JJ., concur.

Carson and Trent, JJ., concur in the result.

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