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[G.R. No. L-31267. November 24, 1972]

IGNACIA NEGRETE, *plaintiff-appellant, vs.* COURT OF FIRST INSTANCE OF MARINDUQUE and IGMEDIO MADERAZO represented by his legal representative CATALINO MADERAZO, *defendants-appellees.*

SYLLABUS

1. **CIVIL LAW; PRESCRIPTION OF ACTIONS; ART. 1141 OF THE CIVIL CODE; ACTION FOR RECOVERY OF REAL PROPERTY PRESCRIBES IN THIRTY YEARS.**— The applicable statute on prescription of action for the recovery of a real property, is Article 1141 of the Civil Code of the Philippines, which provides that "real actions over immovables prescribe after thirty years x x x without prejudice to what is established for the acquisition of ownership and other real rights by prescription."

2. **ID.; ID.; ID.; ID.; ACTION IN INSTANT CASE FILED WITHIN PERIOD PRESCRIBED IN ARTICLE 1141 OF THE CIVIL CODE.**— The trial court found that defendant-appellee Catalino Maderazo (together with his late father, Igmedio Maderazo) has been in possession of the land since 1954, which factual determination is not impugned by the parties. The institution by plaintiff-appellant of the action for recovery of ownership of the land in question on January 18, 1967, after only about 13 years from 1954, interrupted the running of the prescriptive period of thirty years (Art. 1155, Civil Code of the Philippines). The action was therefore filed well within the period prescribed in Article 1141.

3. **ID.; ORDINARY ACQUISITIVE PRESCRIPTION OF IMMOVABLES AND OTHER REAL RIGHTS; REQUIREMENTS.**— Ordinary acquisitive prescription of immovables and other real rights thru adverse possession of ten years, requires possession "in good faith and with just title for the time fixed by law" (Art. 1117, Civil Code of the Philippines).

4. **ID.; ID.; ID.; GOOD FAITH EXPLAINED.**— The law defines a possessor in good faith as one who is not aware of any flaw in his title or mode of acquisition; and conversely, one who is aware of such a flaw is a possessor in bad faith (Art. 526,

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Civil Code of the Philippines). The Supreme Court ruled that "the essence of the *bona fides* or good faith, therefore, lies in honest belief in the validity of one's right, ignorance of a superior claim, and absence of intention to overreach another."

5. **ID.; ID.; ID.; HOW DEED OF SALE CAN BE A VALID BASIS OF GOOD FAITH AND AS JUST TITLE.—** A deed of sale, to constitute a just title and to generate good faith for the ordinary acquisitive prescription of ten years, should refer to the same parcel of land, which is adversely possessed.

6. **ID.; ID.; ID.; ID.; DEED OF SALE IN CASE AT BAR CANNOT BE A BASIS OF GOOD FAITH.—** In the case at bar, the deed of sale in favor of the deceased Igmedio Maderazo covers a parcel of land patently different from the disputed land owned by plaintiff-appellant as to area, location and boundary owners. Hence, defendant-appellee Catalino Maderazo, along with his late father Igmedio Maderazo, could not claim good faith in occupying said land of plaintiff-appellant on the basis of the said instrument of sale. If said appellee's position were to be sustained, it would be easy for anyone to acquire ownership of an untitled land belonging to another person by adverse possession of only ten years on the basis of a document of sale covering a distinct parcel executed by a person who is a stranger to the land. This could not have been intended by the legislature; because forged deeds of conveyance could be conveniently interposed to oust the true owner from a land by adverse possession of only ten years. To spawn such a monstrosity in the law was never contemplated by the statute, which is designed to engender social quietude.

7. **ID.; ID.; ID.; DEFENDANT-APPELLEE NOT IN GOOD FAITH IN CASE AT BAR.—** Appellee Maderazo admits in his answer in Civil Case No. 1395 that he is a resident of Barrio Puting Buhangin, Mogpog, Marinduque. As the buyer, he knew what lot was sold to him. And having signed as vendee the deed of sale in his favor, he is conclusively presumed to have read the deed of sale, which clearly states that the southern half (1/2) portion containing an area of approximately 3,700 square meters, was the parcel he acquired from his vendor Tito Oriendo, which is located in Barrio Puyog, Boac, Marinduque. Appellee Maderazo therefore was aware and knew that the land sold to him is situated in Barrio Puyog, Boac, and is only about 3,700 square meters, (less than half a hectare in

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area), not the land of about (9) hectares in barrio Puting Buhangin, Mogpog belonging to the plaintiff-appellant. He cannot in good conscience assert honest belief in the validity of his right nor absence of intention to overreach another.

8. **ID.; ID.; ID.; ID.; CASE OF ORTIZ *VS.* FUENTEBELLA NOT APPLICABLE.—** The case of Ortiz *vs.* Fuentebella (27 Phil. 537) where the buyer purchased by means of a public instrument and took possession of a tract of land including a pasture land from the sellers who believed that the disputed pasture land sold by them was included in the land they inherited from their father, which pasture land turned out to have a duly inscribed possessory information title in the name of one Roman Ortiz, and it was established that the said sellers as well as their father possessed the land "in the neighborhood" of the disputed pasture land, the Court therefore holding that the purchaser's possession under such title was not in bad faith, is not applicable to the case at bar. Here, unlike Juan and Sotera Cano, the sellers in the Ortiz case, there is no showing that Tito Oriendo erroneously believed in good faith that the disputed parcel of land of about (9) hectares belonging to plaintiff-appellant is included in the deed of sale executed by him in favor of Igmedio Maderazo which sale covers only an area of 3,700 square meters. Tito Oriendo could not possibly entertain such belief, considering the difference in boundaries, location and area between the parcel of land of about (9) hectares of plaintiff-appellant and the lot of about 3,700 square meters sold to defendant-appellee. It is not shown that the nine-hectare parcel of plaintiff-appellant is adjacent to the lot sold by Tito Oriendo to defendant-appellee Igmedio Maderazo. On the contrary, the claim of plaintiff-appellant that her nine-hectare parcel of land is within the municipality of Mogpog and not within the municipality of Boac, remains uncontroverted and is confirmed by her Tax Declaration Nos. 8431 and 8654 and by the decision of the municipal court of Mogpog in the forcible entry case as well as in the appealed decision of the Court of First Instance of Marinduque.

9. **ID.; EXTRAORDINARY ACQUISITIVE PRESCRIPTION OF IMMOVABLES; REQUIREMENT OF UNINTERRUPTED ADVERSE POSSESSION FOR THIRTY YEARS.—** In the absence of a just title or good faith, ownership of immovables can be acquired by extraordinary prescription thru an uninterrupted

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adverse possession of thirty years (Art. 1137, Civil Code of the Philippines).

10. **ID.; ID.; ID.; EXTRAORDINARY PRESCRIPTION APPLIED IN INSTANT CASE.**— Not being a possessor in good faith, defendant-appellee Catalino Maderazo can acquire ownership over the disputed parcel of land of about nine hectares belonging to plaintiff-appellant only by extraordinary acquisitive prescription thru an uninterrupted adverse possession of thirty years. Since he occupied the same for only about thirteen years from 1954 to 1967, when his adverse possession was interrupted by the filing of the action for reivindicacion on Jan. 18, 1967, defendant-appellee's claim of ownership thru acquisitive prescription is untenable.

APPEARANCES OF COUNSEL

Jose L. Desnarro, Jr. for plaintiff-appellant.

Restituto J. Opis for defendant-appellant.

D E C I S I O N

MAKASIAR, *J.*:

Plaintiff-appellant Ignacia Negrete, an indigent widow over 70 years of age, appealed as a pauper from the decision of the Court of First Instance of Marinduque dated May 22, 1969 raising only questions of law (Annex "A", p. 6, rec.).

Claiming that since 1945 she and her late husband had been in continuous and peaceful possession of a parcel of land with an area of nine (9) hectares more or less in sitio Puting Buhangin, Mogpog, Marinduque (near the Marcopper Mines — p. 8, rec.) and covered by Tax Declaration No. 8431 in her name, plaintiff-appellant Ignacia Negrete filed on July 28, 1956 a forcible entry suit against the defendant-appellee Igmedio Maderazo in the municipal court of Mogpog (docketed as Civil Case No. 51), alleging among others that on January 7, 1956, said defendant-appellee, through strategy, force, intimidation, and stealth unlawfully entered the northern portion of said parcel of land, said northern portion comprising an area of about four hectares.

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Defendant-appellee orally moved to dismiss the ejectment complaint on the ground of lack of cause of action and improper venue, which motion to dismiss was denied by the court for lack of merit. Thereafter, defendant-appellee filed an answer asserting among others that the land he is presently cultivating in sitio Puting Buhangin is a different land. To expedite the proceedings, the municipal court directed the chief of police of Mogpog to conduct an ocular inspection of the disputed land to determine whether the land area cultivated by the defendant-appellee is the same land claimed by the plaintiff-appellant as the northern portion of her land under Tax Declaration No. 8431.

After the trial, the municipal court rendered a decision dated September 15, 1956 in favor of defendant-appellee after finding that:

"There is no dispute as to the identity of the land alleged to have been unlawfully entered by the defendant. Despite the allegations of the defendant that the land he is presently cultivating is a different land from that claimed by the plaintiffs as the northern portion of the property, the ocular inspection made by the Chief of Police showed that it is the same land as shown by Exhibit 'A' (also Exhibit '1') and verified by the parties during their oral testimony (at) the witness stand. The only question to be resolved now is: Did the defendant through force, strategy and stealth, unlawfully enter(ed) this land on January 7, 1956, thereby depriving the plaintiffs of its lawful possession?

"Plaintiffs' testimony both oral and documentary, is to the effect that they have been in continuous and peaceful possession of the whole parcel of land under Tax Dec. No. 8431 (which included the four hectares in dispute) since 1945, exercising acts of possession (clearing the land and planting rice therein) until January 7, 1956, when defendant unlawfully entered the land and began cultivating it.

"Defendant on the other hand does not deny cultivating the land in the month of January, 1956, but he testified that he had been continously cultivating the same land since 1951 when he bought certain portions of it and possessed the other portions as tenant of his brothers and sister-in-law.

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"After considering all the evidence presented and the manner the witnesses testified on the witness stand, the Court is of the opinion and so holds that the preponderance of evidence is with the defendant that he had been in continuous and peaceful possession of the disputed land since 1951 and that, therefore, he was in the material and physical possession of the said land within the year prior to the filing of the instant complaint. The testimony of the defendant and his witness (Cresencia Oriendo) is more coherent, straightforward and clear. It may be that, as the plaintiffs claim, they have a strong and valid claim to the possession of the disputed portion as part of the whole parcel under Tax Dec. No. 8431 over which they allege possession incident to ownership, but then, the only issue in the instant case is possession *de facto* (possession for one year prior to the institution of the action) and not possession *de jure* incident to ownership. Defendant, Igmedio Maderazo, having proved by preponderance of evidence that he was in the material and physical possession of the land for more than one year immediately preceding the filing of the action on July 28, 1956, he has now the security that entitles him to stay in the property until he is lawfully ejected by a person having a better right by either *accion publiciana or accion reivindicatoria.* (Moran, Vol. II, pages 238-239, citing Masallo *vs.* Cesar, 39 Phil. 134, and other cases).

"IN VIEW OF THE FOREGOING, this Court finds that the defendant has not unlawfully entered the land in dispute on January 7, 1956 as alleged by the plaintiffs, he being in the material and physical possession of the said land prior to the date of the incident.

"WHEREFORE, this Court renders judgment in favor of the defendant and against the plaintiffs with costs against the plaintiffs." (pp. 43-44, rec.).

Instead of appealing from the aforesaid decision of the municipal court of Mogpog, plaintiff-appellant filed on January 18, 1967 — after the lapse of ten (10) years— an action for recovery of ownership of property *(reivindicacion)* against defendant-appellee Igmedio Maderazo alleging that she is the owner of a piece of land of about nine (9) hectares situated in barrio Puting Buhangin, Mogpog, Marinduque covered by Tax Declaration No. 8645 (annexed to the complaint as Exhibit "A"), having inherited the same from her late father Juan Negrete who was 150 years old when he died a year before the outbreak of World War II; that she and her predecessor-in-interest have been in possession of

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the same for about seventy (70) years; that shortly after liberation, defendant-appellee, claiming to be the owner thereof, entered the said land by means of force, intimidation, stealth and strategy and introduced improvements thereon consisting of about "100 coco trees and 28 boxes of rice paddies"; that until 1957 she repeatedly prohibited defendant-appellee from making any improvement thereon, but defendant-appellee threatened her and her representatives with bodily harm; and that she suffered damages in the amount of P6,000.00, by virtue of which she prayed for judgment declaring her to be the lawful owner of the land and for damages in the amount of P6,000.00 as well as costs (Annex "A", pp. 26-28, rec.).

In his answer dated April 11, 1967, defendant-appellee averred that since liberation, he had been in possession of the northern portion of the questioned parcel of land and cultivated and introduced improvements on the same consisting of coconut trees and "boxes of rice paddies"; that, asserting ownership over the said northern portion and prohibiting anyone from cultivating the same, he specifically denies threatening the plaintiff or anyone else with physical harm; that he bought for P150.00 on August 30, 1954 the northern portion of about 3,700 square meters (Exhibit "A" states "the southern half (1/2) portion") which is now covered by Tax Declaration No. 25811 in his name from Tito Oriendo, who declared it for taxation in 1949 under Tax Declaration No. 16117; and that his possession over the northern portion of the disputed land had never been disturbed until July 28, 1956, when plaintiff-appellant instituted a civil suit against him for forcible entry in the municipal court of Mogpog, which decided the same in his favor on September 15, 1956, from which decision plaintiff-appellant did not appeal; and interposes as special defenses that plaintiff-appellant has no legal capacity to sue, that the action had been barred by the statute of limitation for plaintiff-appellant filed this present action over ten (10) years after he purchased the property, and the cause of action is barred by prior judgment as well as a counterclaim (pp. 29-32, rec.).

The disputed land of about nine (9) hectares is described in Tax Declaration Nos. 8431 (p. 43, rec.; p. 1, mun. court decision)

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and 8645 in the name of plaintiff-appellant as situated in barrio Puting Buhangin, Mogpog, Marinduque, and bounded thus: "North, Benito Luisaga and Pantaleon Oriendo; East, Toribio Linga, Eustaquio Logmao, Hilarion Buñag and B. Linga; South, Boac River, Modesto Lazo and Tomas Malimata, and West, Benito Luisa-Nazario Malimata, Pedro Luisaga and Hilarion Buñag" (p. 26, rec.).

The deed of sale, executed and signed by Tito Oriendo as vendor and defendant-appellee Igmedio Maderazo as vendee, was notarized on August 30, 1954 by the municipal judge of Boac and stipulates:

"This DEED, made and executed by and between IGMEDIO MADERAZO, 48 years of age, a citizen of the Philippines, married (to) Cresenciana Oriendo with residence and postal address at Bo. Puting Buhangin, Boac, Marinduque, now and hereafter referred to as the VENDEE, and TITO ORIENDO, 55 years of age, married to Bonifacio Lazo, with residence and postal address at Bo. Dinapulan, Boac, Marinduque, now and hereafter referred to as the VENDOR.

"W I T N E S S E T H

"That for and in consideration of the sum of ONE HUNDRED FIFTY PESOS (P150.00), Philippine Currency, the receipt whereof hereby acknowledged to the entire satisfaction of the VENDOR, the said VENDOR does hereby, by these presents, SELL, TRANSFER, CONVEY, in a manner absolute and irrevocable, unto the VENDEE, his heirs and assigns, ONE-HALF (PRO-INDIVISO) SHARE of that certain real estate destined for agricultural purposes, heretofore under the actual possession and management of the VENDOR, which one-half share is more particularly bounded and described as follows:

> 'The southern HALF (1/2) PORTION containing approximately 3700 square meters without any improvements thereon of that parcel of coconut-forest land situated in barrio Puyog, Boac, Marinduque, and which ONE-HALF SHARE is to be bounded on the North: by rest of the land; East: Sofia Oriendo; South: Pedro Oriendo; and West Estero, delimited by madre cacao trees.'

"That the VENDOR does hereby declare that the entire parcel is assessed in the year 1949 at P30.00 as per tax decl. 16117 in the name of the herein VENDOR; and that the parties hereto have

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agreed to record this instrument under Act 3344, the property involved not having been previously registered either under Act 496 or under the Spanish Mortgage Law;

"That the VENDOR does hereby covenant and agree with the VENDEE, his heirs and assigns, that he is lawfully seized in fee simple of the said one-half premises; that he has perfect right to convey the subject property, having adverse, physical and continous possession and management over the same for more than 15 years; that it is free from all liens and encumbrances; and that he will warrant forever defend the title herein conveyed against the lawful claims of all persons whomsoever." (Exh. "A" or Annex "C", p. 33, rec.).

On October 17, 1968, defendant-appellee Igmedio Maderazo died and was substituted on January 4, 1969 by his legal representative, Catalino Maderazo (p. 35, rec.; p. 2, CFI decision).

In a decision dated May 22, 1969, the Court of First Instance of Marinduque rendered the following decision dismissing the case, thus:

"x x x On January 21, 1969, the Court gave the parties time to file their respective memoranda after the parties agreed to submit the case for judgment based on their pleadings. The only issue here to be resolved is whether or not the cause of action is barred by the statute of limitation and whether or not the plaintiff is guilty of laches for not having instituted her action within 10 years from the date the defendant acquired the property by deed of sale.

"From the pleadings, the following facts are clear, to wit: that the land in question described in the complaint was bought by IGMEDIO Maderazo (deceased), the original defendant and later substituted by his son, the present defendant, from one Tito Oriendo by virtue of a Deed of Sale, marked as Exhibit "A", (page 110 of the *Expediente*). Said parcel of land was purchased by the defendant on August 30, 1954 (Exhibit "A"). The plaintiff contends that the deed of sale (Exhibit "1", for the plaintiff and Exhibit "A", for the defendant) is void *ab initio* because it lacked the formalities required by law, and that the possession of the defendant by virtue of the sale made him (defendant) a mere trustee and therefore neither prescription nor laches may be set up as a defense by him.

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"The contention of the plaintiff that the deed of sale is void lacks basis in law and fact. Said deed of sale was notarized by a Justice of the Peace (now Municipal Judge) and it is evident that all the essential elements of a contract are present, namely: (1) consent of the contracting parties (2) object certain which is the subject matter of the contract and (3) cause of the obligation which is established (Act 1318 New Civil Code). The deed of sale between Tito Oriendo and the father of the present defendant being a perfect deed of sale, the Court cannot agree to the allegation of the plaintiff that the defendant became a mere trustee by virtue of the deed of sale.

"There is no dispute as to the identity of the land subject-matter of the instant suit. There was an ocular inspection made by the Chief of Police of Mogpog when the same land was litigated there. Moreover, the present defendant (and his father who bought the land in 1954) has been in possession of the land since 1954 and therefore even if there was a flaw in their title, the defendant would still have acquired the land by virtue of acquisitive prescription, having possessed the land in good faith with in a period of ten (10) years. There is good faith because the defendant's possession of the land is by virtue of a deed of sale." (pp. 35-36, rec.).

Plaintiff-appellant in her brief maintains that the lower court erred:

(1) in not declaring that the deed of sale executed on August 30, 1954 by Tito Oriendo in favor of defendant-appellee Igmedio Maderazo refers to a different parcel of land situated in barrio Puyog, municipality of Boac, Marinduque, while the disputed parcel is situated in barrio Puting Buhangin, Mogpog, Marinduque;

(2) in admitting the said deed of sale as evidence of defendant-appellee's title and possession in good faith of the land in question; and

(3) in holding that defendant-appellee acquired the land through ordinary acquisitive prescription by virtue of his possession in good faith for the period of ten (10) years, and in not declaring that defendant-appellee's possession was interrupted by the forcible entry suit she instituted on July 28, 1956 in the municipal court of Mogpog.

Plaintiff-appellant arques that the deed of sale in favor of defendant-appellee clearly describes the land as the *"southern*

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Half (1/2) portion containing approximately 3,700 square meters xxx situated in Barrio Puyog, Boac, Marinduque," and that this parcel is about 3 kilometers from the poblacion of Boac (p. 10, rec.), while the parcel of land in question is situated in sitio Puting Buhangin, municipality of Mogpog, far from the parcel of land sold to Igmedio Maderazo. Defendant-appellee could not therefore assert good faith in possessing the disputed lot; consequently, adverse possession of ten (10) years would not suffice.

I

The applicable statute on prescription of action for the recovery of a real property, is Article 1141 of the Civil Code of the Philippines, which provides that "real actions over immovables prescribed after thirty years x x x without prejudice to what is established for the acquisition of ownership and other real rights by prescription."

The trial court found that defendant-appellee Catalino Maderazo (together with his late father, Igmedio Maderazo) has been in possession of the land since 1954 (p. 36, rec.), which factual determination is not impugned by the parties. The institution by plaintiff-appellant of the action for recovery of ownership of the land in question on January 18, 1967, after only about 13 years from 1954, interrupted the running of the prescriptive period of thirty (30) years (Art. 1155, Civil Code of the Philippines). The action was therefore filed well within the period prescribed in Article 1141.

II

However, defendant-appellee Catalino Maderazo insists that he has acquired ownership over the disputed parcel by ordinary prescription through adverse possession of only ten (10) years Article 1134 of the Civil Code of the Philippines. But ordinary acquisitive prescription of immovables and other real rights thru adverse possession of ten (10) years, requires possession "in good faith and with just title for the time fixed by law" (Art. 1117, Civil Code of the Philippines).

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In the absence of a just title or good faith, ownership of immovables can be acquired by extraordinary prescription thru an uninterrupted adverse possession of thirty (30) years (Art. 1137, Civil Code of the Philippines).

After finding that defendant-appellee Catalino Maderazo "has been in possession of the land since 1954," the trial judge concluded that "even if there was a flaw in their title, the defendant would still have acquired the land by virtue of acquisitive prescription, having possessed the land in good faith within a period of ten (10) years. There is good faith because the defendant's possession of the land is by virtue of a deed of sale" (p. 36, rec.).

The crucial issue therefore is whether the deed of sale executed by Tito Oriendo on August 30, 1954 in favor of the late Igmedio Maderazo could be considered as a valid basis for good faith and as a just title, in order to justify the acquisition of the disputed parcel of about 9 hectares by ordinary prescription thru adverse possession of only 10 years.

The law defines a possessor in good faith as one who is not aware of any flaw in his title or mode of acquisition; and conversely, one who is aware of such a flaw is a possessor in bad faith (Art. 526, Civil Code of the Philippines).

WE ruled that "the essence of the *bona fides* or good faith, therefore, lies in honest belief in the validity of one's right, ignorance of a superior claim, and absence of intention to overreach another."[1]

A deed of sale, to constitute a just title and to generate good faith for the ordinary acquisitive prescription of ten (10) years, should refer to the same parcel of land, which is adversely possessed. In the case at bar, the deed of sale in favor of the deceased Igmedio Maderazo covers a parcel of land patently different from the disputed land owned by plaintiff-appellant as to area, location and boundary owners.

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[1] Bernardo, et al. *vs.* Bernardo, 96 Phil. 202, 205.

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The disputed parcel contains an area of about nine (9) hectares, and is situated in sitio Puting Buhangin, Mogpog, Marinduque, as shown in Tax Declaration No. 8431 submitted as evidence by plaintiff-appellant at the trial of the ejectment case before the municipal court of Mogpog (see Decision of municipal court, p. 43, rec.) and in Tax Declaration No. 8645 attached as Annex "A" to the complaint in Civil Case No. 1395 for *reivindicacion* before the Court of First Instance of Marinduque (p. 26, rec.). Said Tax Declaration Nos. 8431 and 8645 particularly describe the questioned parcel of land as bounded on the north by Benito Luisaga and Pantaleon Oriendo; east, by Toribio Orlinga, Eustaquio Logmao, Hilarion Buñag and B. Linga; south, by Boac river, Modesto Lazo and Tomas Malimata; and west, Benito Luisa-Nazario Malimata, Pedro Luisaga and Hilarion Buñag (p. 26, rec.). This 9-hectare land is near the Marcopper Mines (p. 8, rec.) and therefore of great potential value.

On the other hand, the parcel of land purchased on August 30, 1954 by the late Igmedio Maderazo from Tito Oriendo for P150 was assessed in 1949 at P30 per Tax Declaration No. 16117 and is described in the deed of sale, Exhibit "A", as "the southern HALF (1/2) PORTION containing approximately 3,700 square meters without any improvements thereon of that parcel of coconut-forest land situated in barrio Puyog, Boac, Marinduque, and which ONE-HALF SHARE is to bounded on the north: by the rest of the lot; east: Sofia Oriendo; south: Pedro Oriendo; and west: estero, delimited by madre cacao trees" (p. 33, rec.). If the southern half is only about 3,700 square meters, the northern half must also be about 3,700 square meters, or the entire lot of Tito Oriendo is only about 7,400 square meters in area — very much less than nine (9) hectares, the area of the questioned parcel.

It is therefore patent that the land sold by Tito Oriendo to the late Igmedio Maderazo is distinct from the land of plaintiff-appellant Ignacia Negrete as to location, boundaries and area. To repeat, the land of plaintiff-appellant is about nine (9) hectares and located in sitio Puting Buhangin, Mogpog. The lot of defendant-appellee is only about 3,700 square meters and situated in barrio Puyog, Boac. The two parcels have different

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boundary owners. As a matter of fact, defendant-appellee did not controvert the claim of plaintiff-appellant that barrio Puyog is three kilometers from the town proper of Boac, Marinduque (pp. 15-16, rec. or pp.9-10, appellant's brief). Defendant-appellee does not even insinuate that barrio Puting Buhangin of Mogpog is adjacent to barrio Puyog of Boac. Furthermore, defendant appellee, in paragraph 2 of his answer to the complaint for recovery of ownership, admits that plaintiff-appellant "owns a piece of land at Puting Buhangin, Mogpog, Marinduque" (p. 29, rec.).

The municipal court of Mogpog found that the disputed parcel of about nine (9) hectares is within the town of Mogpog. Defendant-appellee Igmedio Maderazo himself conceded before the municipal court of Mogpog that the land he is cultivating, which is subject matter of the forcible entry suit, is in Puting Buhangin; although he alleges that it is different from the land claimed by the plaintiff-appellant (p. 43, rec.).

Defendant-appellee included in his brief an *alleged report* dated February 12, 1968 and purportedly signed by commissioner Constancio M. Marte allegedly representing the court, Teodoro Lagustin allegedly representing the plaintiff and Igmedio Maderazo allegedly for himself, stating that on their ocular inspection of the questioned land on February 12, 1968, they

"found out that the attached Sketch is the land in question as the plaintiff declared in the person of Miguel Malapit; and on the other hand the defendant and at the same time commissioner Igmedio Maderazo declared that the names stated in the said sketch are the persons in possession of each parcel with the approximate area of each.

"The commissioner also found out that the land in question is within the jurisdiction of Boac, Marinduque, February 12, 1968.

"Mogpog, Marinduque, February 12, 1968.

"(SGD.) CONSTANCIO M. MARTE
Commissioner of the Court

"TEODORO LAGUSTIN
Commissioner for the plaintiff

"(SGD.) IGMEDIO MADERAZO
Commissioner for Defendant"

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As above reproduced, the said report appears to have been signed by only two commissioners, namely, Constancio Marte and Igmedio Maderazo. It was not signed by Teodoro Lagustin, the alleged commissioner of the plaintiff. Moreover, the alleged report states that Miguel Malapit represented the plaintiff. Yet in the spaces for the signatures of the commissioners, the name Teodoro Lagustin, not Miguel Malapit, appears as commissioner for the plaintiff. It would seem therefore that Teodoro Lagustin or Miguel Malapit did not agree to the entire report including its last paragraph stating that the land in question is within the jurisdiction of Boac, Marinduque, for which reason they did not sign the same. And precisely because neither Miguel Malapit nor Teodoro Lagustin, as commissioner for the plaintiff, signed the aforesaid alleged report, it was not submitted to the lower court, so that the trial court in its decision did not even remotely intimate about, much less approve, said alleged report. Said report was prepared obviously to sustain the position of defendant-appellee.

Hence, defendant-appellee Catalino Maderazo, along with his late father Igmedio Maderazo, could not claim good faith in occupying said land of plaintiff-appellant on the basis of the said instrument of sale. If said appellee's position were to be sustained, it would be easy for anyone to acquire ownership of an untitled land belonging to another person by adverse possession of only ten (10) years on the basis of a document of sale covering a distinct parcel executed by a person who is a stranger to the land. This could not have been intended by the legislature; because forged deeds of conveyance could be conveniently interposed to oust the true owner from a land by adverse possession of only ten (10) years. To spawn such a monstrosity in the law was never contemplated by the statute, which is designed to engender social quietude.

Appellee Maderazo admits in his answer in Civil Case No. 1395 that he is a resident of barrio Puting Buhangin, Mogpog, Marinduque (pp. 26, 29, rec.). As the buyer, he knew what lot was sold to him. And having signed as vendee the deed of sale in his favor, he is conclusively presumed to have read the deed of sale, which clearly states that the southern half (1/2) portion

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containing an area of approximately 3,700 square meters, was the parcel he acquired from his vendor Tito Oriendo, which is located in barrio Puyog, Boac, Marinduque. Appellee Maderazo therefore was aware and knew that the land sold to him is situated in barrio Puyog, Boac, and is only about 3,700 square meters (less than half a hectare in area, not the land of about nine (9) hectares in barrio Puting Buhangin, Mogpog belonging to the plaintiff-appellant.

Defendant-appellee Catalino Maderazo cannot in good conscience assert honest belief in the validity of his right nor absence of intention to overreach another in view of the facts and circumstances aforestated. Moreover, there is no intimation in the record that vendor Tito Oriendo testified either in the forcible entry case before the municipal court of Mogpog or in the reivindicatory action before the Court of First Instance of Marinduque that he owned a parcel of land situated in Puting Buhangin, Mogpog, Marinduque, or that the land he sold to the defendant-appellee is in sitio Puting Buhangin, Mogpog, Marinduque. Defendant-appellee did not even submit any tax declaration or tax receipts in the name of his alleged vendor, Tito Oriendo, covering the disputed parcel of land of about nine (9) hectares.

The case of Ortiz *vs.* Fuentebella is hardly applicable to the case at bar because of the following facts established therein:

(1) Asuncion Fuentebella purchased, by means of a public instrument, a tract of land including a pasture land from Juan and Sotera Cano, who believed that the disputed pasture land sold by them was included in the land they inherited from their father Felipe Cano, and which they sold to Asuncion. As a consequence, Asuncion Fuentebella took possession of said pasture land, built a house and introduced other improvements thereon. The pasture land turned out to have a duly inscribed possessory information title in the name of Ramon Ortiz, father of Marcelina Ortiz, who in March, 1909, informed Asuncion by letter that her father Ramon Ortiz owns the said pasture land and requested Asuncion to desist from further introducing improvements thereon.

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(2) It was established that Juan and Sotera as well as their father Felipe Cano possessed the land "in the neighborhood" of the disputed pasture land.

Consequently, the Supreme Court therein ruled:

"However it be, we do not regard as decisive the evidence presented to prove that the defendant's possession was in bad faith. The nullity of the greater part of her title is not sufficient argument to prove that she knew of the defect in her mode of acquisition of a tract of land as belonging to Juan and Sotera Cano, when it is now demonstrated in this case that neither Sotera, nor Juan Cano, nor even their father Felipe Cano, had at any time possessed it, *but another tract in the neighborhood, possession whereof might easily have caused error on the part of the purchaser. Defendant's bad faith began after the warning given in a letter by the plaintiff's daughter in March, 1909, for after having received it she then had ground to doubt that Sotera and Juan Cano could transfer any title of possession in the following December.*"[2]

In the case at bar, unlike Juan and Sotera Cano, there is no showing that Tito Oriendo erroneously believed in good faith that the disputed parcel of land of about nine (9) hectares belonging to the plaintiff-appellant is included in the deed of sale executed by him in favor of Igmedio Maderazo which sale covers only an area of 3,700 square meters, less than half a hectare. As repeatedly emphasized heretofore, Tito Oriendo could not possibly entertain such belief, considering the difference in boundaries, location and area between the parcel of land of about nine (9) hectares of plaintiff-appellant and the lot of about 3,700 square meters sold to defendant-appellee under Exhibit "A". Then again, it is not shown that the nine-hectare parcel of plaintiff-appellant is adjacent to the lot sold by Tito Oriendo to defendant-appellee Igmedio Maderazo. On the contrary, the claim of plaintiff-appellant that her nine-hectare parcel of land is within the municipality of Mogpog and not within the municipality of Boac, remains uncontroverted and is confirmed by her Tax Declaration Nos. 8431 and 8645 and by the decision of the municipal court of Mogpog in the forcible entry case as

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[2] Ortiz *vs.* Fuentebella, 27 Phil. 537, 546; italics supplied.

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well as in the appealed decision of the Court of First Instance of Marinduque (pp. 36, 43, rec.).

Hence, not being a possessor in good faith, defendant-appellee Catalino Maderazo can acquire ownership over the disputed parcel of land of about nine (9) hectares belonging to plaintiff-appellant only by extraordinary acquisitive prescription thru an uninterrupted adverse possession of thirty (30) years (Art. 1137, Civil Code of the Philippines). Since he occupied the same for only about thirteen (13) years from 1954 until 1967, when his adverse possession was interrupted by the filing of the action for *reivindicacion* on January 18, 1967 (Art. 1155, Civil Code of the Philippines), the claim of defendant-appellee is untenable.

WHEREFORE, JUDGMENT IS HEREBY RENDERED

(1) REVERSING THE APPEALED DECISION,

(2) DECLARING PLAINTIFF-APPELLANT IGNACIA NEGRETE AS OWNER OF THE LAND OF ABOUT NINE (9) HECTARES DESCRIBED IN HER COMPLAINT, AND

(3) DIRECTING DEFENDANT-APPELLEE CATALINO MADERAZO TO DELIVER TO SAID PLAINTIFF-APPELLANT THE POSSESSION OF AFORESAID LAND, TO VACATE THE SAME AND TO PAY THE COSTS.

SO ORDERED.

Concepcion, C.J., Ruiz Castro, Fernando, Barredo, Antonio, and *Esguerra, JJ.,* concur.

Zaldivar, J. in the result.

Teehankee, J. reserves his vote.

Makalintal, J. is on leave.