

Title: Generoso V. Villanueva and Raul C. Villanueva, Jr. vs. Estate of Gerardo L. Gonzaga/Ma. Villa Gonzaga, Administratrix

Facts:

On January 15, 1990, Generoso Villanueva and Raul Villanueva, Jr., both business operators, entered into a Memorandum of Agreement (MOA) with the Estate of Gerardo L. Gonzaga, represented by Administratrix Ma. Villa J. Gonzaga. The Villanuevas agreed to purchase 3,240 sq. meters of land in Bacolod City, totaling P486,000.00, with specifics on payment and conditions relating to the release of the lots from a mortgage with the Philippine National Bank (PNB).

The Villanuevas complied with 60% of the payment and proceeded to introduce improvements into the area as per the agreement. A series of communications between the parties ensued when the Villanuevas planned to use the lots for the following milling season, which the Administratrix refused until the full payment was made. The Villanuevas prompted the Administratrix to ensure the release of the lots from the PNB, as prescribed in the MOA.

On April 10, 1991, the Administratrix notified the Villanuevas of PNB's conditional approval, which required the sale to be court-approved, payment of certain PNB amortizations from the lots' sale proceeds, and compliance with additional terms by PNB's Legal Department. The Villanuevas demanded the clean titles to be shown, and upon the Administratrix's failure to do so, executed a Deed of Rescission. The Villanuevas then initiated a complaint with the RTC-Bacolod City for breach of contract, specific performance, and damages.

The RTC ruled in favor of the Estate, declaring the MOA rescinded and ordered the Villanuevas to pay moral damages and attorney's fees while ordering the Estate to refund certain payments made by the Villanuevas. Upon appeal, the Court of Appeals affirmed the decision with modification, deleting the award for moral damages.

Issues:

1. Whether the Estate failed to comply with the obligation to secure the release of the subject lots from mortgage with PNB.
2. Whether delivery of the titles corresponding to the lots was a precondition to the Villanuevas' payment of the balance.
3. Whether the Villanuevas were in delay under the MOA.
4. Whether there were legal or factual grounds for the rescission of the MOA.

**Court's Decision:**

The Supreme Court granted the petition, reversing the Court of Appeals' decision and setting aside the rescission of the MOA. It held that the respondents' demand for payment of the balance in April 1991 was premature since PNB's approval was conditional. The conditions set by PNB were fulfilled only in July 1991. Since the MOA is a contract to sell and not a contract of sale, non-payment of the balance isn't merely a breach, but rather a failure to fulfill a suspensive condition, thus ownership had not transferred and rescission was not appropriate.

**Doctrine:**

The Court reiterated the distinction between a contract of sale and a contract to sell, emphasizing that in a contract to sell, ownership remains with the vendor until the full purchase price is paid and that the payment of the purchase price is a positive suspensive condition. Non-payment does not lead to a breach but prevents the vendor's obligation to convey title from acquiring an obligatory force.

**Class Notes:**

- A contract to sell is differentiated from a contract of sale by the ownership clause; ownership is transferred upon full payment in a contract to sell.
- Non-payment in a contract to sell does not constitute a breach but a failure to fulfill a suspensive condition.
- Art. 1191 of the Civil Code is applicable to reciprocal obligations but not to contracts to sell immovable property when the non-payment of the purchase price is concerned.

**Historical Background:**

The case reflects the real estate transactions prevalent in the Philippines during the early 1990s, wherein agreements to sell were commonly used to facilitate sales dependent on the fulfillment of certain conditions, such as the release of mortgages. It underscores the judiciary's role in interpreting contractual obligations and the importance of distinguishing between different contract types and their respective remedies for non-compliance.