

**JUANA BAYAUA DE VISAYA, PLAINTIFF AND APPELLANT, VS.
ANTONIO SUGUITAN AND CATALINA BLAZ, DEFENDANTS AND
APPELLEES.**

G.R. No. L-8352. May 31, 1956

Ponente: PADILLA, J.

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PADILLA, J.:

On 23 April 1941 the spouses Antonio Suguitan and Catalina Blaz sold their homestead land (known as Lot No. 6728 of the Santiago Cadastre), containing an area of 21.7501 hectares, situated in San Mateo, Isabela, to the spouses Modesto Visaya and Juana Bayaua. The sale was duly approved by the Secretary of Agriculture and Natural Resources in accordance with the Public Land Act (Com. Act No. 141). The sale was registered on 30 March 1951. The original certificate of title was cancelled and in lieu thereof transfer certificate of title No. T-2655 was issued in favor of the vendees. On 24 March 1952, the spouses Suguitan commenced suit in the Court of First Instance of Isabela against Juana Bayaua de Visaya, widow of Modesto Visaya, who died during the war, seeking to repurchase the homestead land (civil case No. 420). On 20 August 1952 the parties entered into the following stipulation of facts;

- That the defendant hereby agrees to reconvey unto the plaintiff the land in question for and in consideration of the sum of two thousand four hundred pesos (P2,400) Philippine currency as the repurchase price of the same;
- That the plaintiff hereby asks for a period of sixty days (60) from the notice of decision in accordance with the foregoing stipulation of facts to pay the said amount to defendant;
- That at the time of the signing of this stipulation of facts, the parties hereby renounce any claim for damages and/or counter claim as alleged in their pleading;
- That (at) anytime that the said amount of two thousand four hundred pesos (P2,400), will be (is) raised by the plaintiff within the said period stipulated above, plaintiff can just deposit it with the clerk of court, Court of First Instance, Ilagan, Isabela, for the plaintiff may not contact the defendant (at) any time; and
- That if defendant refuses to appear and receive the amount as deposited after ten (10) days' notice duly given to her, parties hereby agree to have the DEED OF reconveyance in favor of the herein plaintiff be executed for and on her by the Clerk of Court, Court of First Instance, in accordance with the provisions of section 10, Rule 39, Rules of Court, which will be sufficient conveyance in accordance with the provisions of Act No. 496 to cancel the title of defendant in favor of plaintiff over the land in question.

The plaintiff further renounces any right, interest, or claim over the harvest of any crop or plant thereon planted over the land in question at the time of the signing of this agreed stipulation of facts.

Wherefore, in view of the foregoing considerations, it is hereby respectfully prayed of this Honorable Court that judgment be rendered in accordance with the foregoing agreed stipulation of facts.

which was submitted to the Court for approval. Upon the foregoing stipulation of facts, on 25 August 1952 the Court rendered judgment—

* * * ordering the plaintiff Antonio Suguitan to pay to the defendant Juana Bayaua de Visaya, the sum of two thousand four hundred (P2,400) pesos, Philippine currency, within a period of sixty (60) days from the notice of this decision, as the repurchase price of the land covered by Transfer Certificate of Title No. T-2655 who, upon receipt thereof, shall execute immediately the deed of reconveyance of the said land in favor of the plaintiff. Without pronouncement as to costs.

Upon the registration of the aforesaid deed of reconveyance and payment of the legal fees therefor, the Register of Deeds of Isabela is hereby ordered to cancel Transfer Certificate of Title No. T-2655 and to issue in lieu thereof another transfer certificate of title in favor of the plaintiff Antonio Suguitan. (Appendix A.)

Because of the refusal of the defendant Bayaua to accept payment of the repurchase price of P2,400 tendered by Agripina Siruno Vda. de Coma, to whom the plaintiffs (Suguitans) sold 13 out of the original 21.7501 hectares (Annex A), on 14 September 1953 Agripina Siruno Vda. de Coma deposited in Court the sum of P2,400, of which deposit the defendant Bayaua was notified (Appendix C). Thereupon, upon motion of the plaintiffs (Suguitans), the Court ordered the clerk to execute the deed of reconveyance in their favor.

On 12 April 1954 Juana Bayaua brought an action in the same Court against the spouses Antonio Suguitan and Catalina Blaz to recover ownership of the homestead land (civil case No. 690), the same land involved in civil case No. 420. On 31 July 1954, upon motion of the defendants, the Court dismissed the complaint on the ground of *res judicata*. The plaintiff has appealed.

In another action brought in the same court by the heirs of the late Modesto Visaya against the spouses Suguitan to recover their share in the homestead land purchased or acquired by their late father Modesto Visaya from the spouses Suguitan (civil case No. 664), the plaintiffs therein, the heirs of the late Modesto Visaya, appealed from the order of dismissal of their complaint on the ground of *res judicata*, based upon the judgment in civil case No. 420 rendered as a result of a compromise agreement. This Court reversed the order of dismissal and remanded the case to the court of origin with directions to require the defendants-appellees (the Suguitans) to answer the complaint and to proceed and decide the case on its merits, for the reason that the plaintiffs therein, the heirs of the late Modesto Visaya, could not legally be bound by the agreement entered into by and between the Suguitans, the plaintiffs in the aforesaid civil case No. 420, and defendants in civil case No. 664, and their mother Juana Bayaua, the defendant in civil case No. 420 (G. R. No. L-8300, promulgated on 18 November 1955).

In the stipulation of facts approved by the Court and upon which judgment was rendered in civil case No. 420, the Suguitans, the plaintiffs in that case, were granted a period of 60 days from receipt of notice of decision within which to repurchase the homestead land by depositing the repurchase price of P2,400 with the clerk of the Court of First Instance of Isabela. This they failed to do. Instead they sold 13 out of the original 21.7501 hectares of the homestead land to Agripina Siruno Vda. de Coma, who attempted to repurchase the whole lot or parcel of land by depositing in court the amount of P2,400 on 14 September 1953, one year and 24 days after the execution of the agreement. As the plaintiffs therein, the Suguitans, failed to comply with the terms of the agreement, the defendant therein (Juana Bayaua) could at her option rescind the agreement and refuse to reconvey the homestead land. The plaintiffs therein, defendants herein, cannot rightfully set up the defense of *res judicata* in this action (civil case No. 690) brought by Juana Bayaua against them, because the agreement entered into by and between them and Juana Bayaua in civil case No. 420 was not complied with by them. The defendants in this case (civil case No. 690) and plaintiffs in civil case No. 420 can no longer compel the defendant in civil case No. 420 and plaintiff in this case (civil case No. 690) to reconvey the said homestead land to them because from 23 April 1941, the date of the execution of the deed of sale, to 24 March 1952, the date of the filing of their complaint in civil

case No. 420 by which they sought to repurchase the homestead land, more than five years already had elapsed.[1]

The order appealed from is reversed and the case remanded to the trial court with instructions to require the appellees, defendants in the court below, to answer the complaint, to proceed with the trial of the case and to render judgment therein, with costs against the appellees.

Paras, C. J., Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., and Endencia, JJ., concur.

[1]Galanza vs. Nuesa, 50 Off. Gaz. 4213 and Galasinao vs. Austria, 51 Off. Gaz. 2874.

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