

RAMON AGTON, PETITIONER, VS. COURT OF APPEALS AND SANTIAGO ANGAYAO, RESPONDENTS.

G.R. No. L-37309. March 30, 1982

Ponente: FERNANDEZ, J.

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FERNANDEZ, J.:

This is a petition for certiorari to review and set aside the decision of the Court of Appeals in CA-G.R. No. 42635-R entitled "Santiago Angayao, plaintiff-appellee versus Ramon Agton, defendant-appellant",^[1] which affirmed the decision of the Court of First Instance of Davao in Civil Case No. 5977 entitled "Santiago Angayao, Plaintiff-Appellee versus Ramon Agton, Defendant-Appellant", the dispositive part of which reads:

"WHEREFORE, judgment is hereby rendered directing the defendant to deliver to the plaintiff three hectares of the land covered by Transfer Certificate of Title No. T-2528 of the Register of Deeds of Davao and to pay him P2,500.00 as attorney's fees, with costs.

"SO ORDERED.

"Given in Davao City, this 2nd day of August, 1968.

"(SGD) VICENTE N. CUSI, JR.

J u d g e"^[2]

On April 5, 1968 Santiago Angayao filed a complaint for recovery of real property and damages against Ramon Agton in the Court of First Instance of Davao, Branch I, docketed as Civil Case No. 5977.^[3] The land sought to be recovered is a portion containing three (3) hectares being a portion of Lot 184 of the cadastral survey of Davao, located in Torii, City of Davao.^[4] The trial court rendered judgment ordering the defendant to deliver to the plaintiff the land sought to be recovered.

The defendant appealed to the Court of Appeals which affirmed the decision of the trial court.

The antecedent facts, as found by the Court of Appeals, are:

"It appears that previous to the filing of this suit, a civil case was filed for and in behalf of the herein plaintiff-appellee (while he was then a minor) on or about Oct. 10, 1951, with the Court of First Instance of Davao for the recovery of possession of real property with damages against the here-in defendant-appellant Ramon Agton and several others. The case involved a parcel of land known as Lot No. 786, Cadastral 102 of Davao City, situated in Baliok, Davao City, and was docketed as Civil Case No. 726. An amicable settlement was entered into, among the terms of which appellant obligated him-self to deliver to the appellee a parcel of land, more particularly described in paragraph 3 of the said amicable settlement, reflected in paragraph 5 of the complaint in the instant case as follows:

'That plaintiff hereby accepts three (3) hectares portion of the land in question as a settlement in full of his claim against the Defendant, and in consideration thereof hereby agrees to the complete termination of this case.'

Judgment was rendered in accordance with this amicable settlement, and immediately there-after, the defendant therein (appellant here-in), pointed out to a parcel of land situated in Toril, Davao, more particularly described in paragraph 8 of the instant complaint as follows:

'A parcel of land (Lot 184-A of the subdivision plan Psd-28181 being a portion of Lot 184 of the cadastral survey of Davao, G.L.R.O. Cad. Record No. 318), situated in the City of Davao. Bounded on the NE., by Lot 180 of Davao Cad., and Lot 184-B of the subdivision plan; on the SW by Provincial Road and on the NW., by Lot 182 of Davao; x x x; containing an area of Seven-teen Thousand Eight Hundred Eleven Square meters (17,811) more or less.'

as the parcel of land subject of the said amicable settlement. The herein plaintiff made demands for the delivery of the said parcel of land situated in Toril but the defendant herein promised to deliver the said parcel of land to the appellee when the latter attains the age of majority. On the occasion, the appellant, in fact, invited the appellee to the premises of the land in question in order to be present in the survey thereof for the segregation of that portion which was to be given to him. After said survey, defendant told plaintiff to wait for a little while as the delivery of the land would be made after the approval of the said survey. The defendant-appellant continued making such promises in fraud of the appellee, taking undue advantage of the latter's minority and ignorance, the appellee being an unlettered Bagobo. In spite of re-peated demands, no delivery of the said parcel of land was made, thus prompting the appellee to file this case before the court a quo."[5]

As stated by the Court of Appeals, the main issue is whether the land promised to be delivered by Ramon Agton to Santiago Angayao is the parcel of land described in paragraphs 5 and 6 of the complaint or a parcel of land described in paragraph 8 thereof.[6]

The petitioner, Ramon Agton, assigned the following errors allegedly committed by the Court of Appeals:

"I

"RESPONDENT COURT OF APPEALS ERRED IN HOLDING THAT PETITIONER HAS NOT SPECIFICALLY DENIED THE MATERIAL ALLEGATIONS OF FACTS CONSTITUTING RESPONDENT ANGAYAO'S CAUSE OF ACTION IN THE PRESENT CASE.

"II

"RESPONDENT COURT OF APPEALS ERRED IN AFFIRMING IN TOTO THE DECISION OF THE COURT OF FIRST INSTANCE OF DAVAO IN THE INSTANT CASE."[7]

Anent the first error assigned, the petitioner submits:

"The trial court and the Court of Appeals erred in ruling that the answer of herein petitioner Agton does not specifically deny the material allegations of the complaint and, therefore, admits the same.

"Paragraph 2 of petitioner Agton's answer entered the following denial -

'2. That the defendant specifically denies the allegations in paragraphs 7, 9, 10, 11, 12, 13, 14 and 15 of the complaint.'

and then proceeded to aver the truth of the matters involved, in the following 'Special & Affirmative Defenses' -

"Special and Affirmative Defenses

"1. That all the foregoing allegations are hereby incorporated by reference to form part of these affirmative and special defenses.

"2. That since as alleged in paragraph 6 of the complaint 'the defendant in Civil Case No. 726 did not own nor

had any interest, right or participation in Lot No. 786, Cad. 102, or any portion thereof', the plaintiff herein and the plaintiff in Civil Case No. 726 had no cause of action in fact against the defendant in said Civil Case No. 726 so the defendant could not have offered as he did not in fact offer, to the plaintiff, a portion of 3 hectares of the land described in paragraph 8 of the complaint which was then covered by Transfer Certificate of Title No. T-2528 in the name of the defendant, and which parcel of land was not involved in Civil Case No. 726.

"3. That in Civil Case No. 726 the defendant was actually a TRUSTEE of the heirs of one CERILA BAGOBA with whose heirs the defendant was made a joint defendant.

"4. That in the Amicable Settlement in Civil Case No. 726, the plaintiff herein was represented by his counsel, who then also represented the Guardian Ad Litem.

"5. That the said Amicable Settlement was approved by this Honorable Court and as a matter of fact a decision based thereon was rendered by this Honorable Court which decision had long ago become final and executed.

"6. That way back on July 8, 1953, the said Amicable Settlement was confirmed and ratified by the plaintiff through his counsel when said counsel filed a 'PETITION FOR DETACHMENT OF EXHIBIT', paragraph 3 of which reads:

'3. That said exhibit is needed for the survey of the portion of the land allotted to the plaintiff.'

"7. That way back on November 26, 1962, the plaintiff confirmed and ratified the termination of Civil Case No. 726 when he filed through counsel an 'EX-PARTE MOTION TO WITHDRAW EXHIBITS' paragraph 1 of which reads:

'1. That the above-entitled case has already been terminated as early as 1952';

on which date of confirmation and ratification the plaintiff was more than 28 years old, hence, this complaint states no cause of action against the defendant.

"8. That the plaintiff became of the age of majority way back in 1954, hence, if at all the plaintiff has a cause of action against the defendant, it should have been filed at the latest, four years after 1954 or in 1958 to be exact.

"9. That the present action assailing the validity of the Amicable Settlement in Civil Case No. 726 has already prescribed. (pp. 1-13, R.A.)

"It is significant to note from the above-quoted portions of the answer of petitioner Agton, that the same tender issues." [8]

It is to be noted that the allegations in the special and affirmative defenses refer to paragraphs 6 and 8 of the complaint which read:

"6. That defendant Ramon Agton, who was also the defendant in Civil Case No. 726, did not own nor had any interest, right or participation in Lot No. 786, Cad. 102, or in any portion thereof, and he could not have possibly ceded or transferred a portion of THREE (3) HECTARES of said Lot to plaintiff Santiago Angayao in consideration of the amicable settlement (Annex "A") on February 28, 1952, as in fact, up to the present date, no delivery of the portion mentioned in the amicable settlement has been made by defendant Ramon Agton to plaintiff;

x x x

"8. That plaintiff herein, on or about February 28, 1952, signed the document, amicable settlement, without

understanding fully the contents thereof, and when the same was read, interpreted and explained to him by the defendant, plain-tiff was made to understand that the portion of 3 hectares mentioned in said amicable settlement was a separate lot situated in the poblacion of Toril, Davao City, more particularly described as follows:

'A parcel of land (Lot 184-A of the subdivision plan Psd-28181 being a portion of Lot 184 of the cadastral survey of Davao, G.L.R.O. Cad. Record No. 318), situated in the City of Davao. Bounded on the NE., by Lot 180 of Davao Cad.; on the SE., by Lot 180 of Davao Cad.; and Lot 184-B of the subdivision plan; on the SW by the Provincial plan; on the SW. by the Provincial Road and on the NW., by Lot 182 of Davao Cad.; x x x; containing an area of SEVENTEEN THOUSAND EIGHT HUNDRED ELEVEN SQUARE METERS (17,811) more or less.'"[9]

The foregoing allegations are partly admitted and denied in paragraphs 4 and 5 of the answer which allege:

"4. That the defendant partly admits and partly denies the allegations in paragraph 6 of the complaint, the facts being as they are recited in the affirmative and special defenses herein.

"5. That the defendant specifically denies the allegations in paragraph 8 of the complaint, the facts being as they are recited in the affirmative and special defenses herein."[10]

Paragraph 2 of the answer only generally denies paragraphs 7, 9, 10, 11, 12, 13, 14 and 15 of the complaint which read:

"7. That the true circumstance that transpired during the discussion of the settlement in Civil Case No. 726 was that, Santiago Angayao, a minor and an uneducated Bagobo and who was not assisted by his guardian ad litem in the discussion was offered by defendant Ramon Agton, a portion of three (3) hectares in the poblacion of Toril, Davao City, for and in consideration of the amicable settlement;

x x x

"9. That in the afternoon of February 28, 1952, after the amicable settlement was signed by Santiago Angayao, defendant Ramon Agton brought the plaintiff in defendant's car to Toril, Davao City, and upon arriving thereat, defendant pointed to the plaintiff the very portion of 3 hectares in the poblacion of Toril, Davao City, particularly the property above-mentioned;

"10. That defendant promised the plaintiff that the former would deliver the possession of the said 3 hectares portion of his land to plaintiff upon plaintiff's reaching the age of majority;

"11. That for several instances, defendant had assured the plaintiff, a distant relative of defendant, that possession of the 3 hectares of land in the Toril poblacion would be delivered when plaintiff, upon reaching the age of majority, demanded on the defendant the delivery of the parcel of land;

"12. That defendant, in utter bad faith and in an inequitable act, after offering various pretexts, later on assured plaintiff that delivery of the land would finally be made by him (defendant) after all his children are through with their studies;

"13. That defendant is holding and possessing the above-mentioned property in trust for the benefit of plaintiff; that said property has not passed to the hands of any purchaser for value and in good faith;

"14. That sometime in September, 1962, defendant requested the plaintiff, who was then in Baliok, Davao City, to come to Toril poblacion, Davao City, in order to be present in the survey of the land and the segregation of that portion to be given to him; that upon plaintiff's arrival in Toril poblacion, he joined the defendant who was with four other men with survey chains and poles and who were introduced by defendant to plaintiff as the survey party; that plaintiff was with the defendant when they were locating the concrete monuments marking the points of the land during the said survey; and that after said survey, defendant again

told plaintiff to wait for a little time because the delivery of the land would be made after the approval of the survey;

"15. That defendant has committed fraud taken undue advantage over plain-tiff's minority and ignorance when, in order that plaintiff would sign the ami-cable settlement in Civil Case No. 726, defendant promised to cede in favor of plaintiff a portion of 3 hectares of his land in the Toril poblacion and that, later on, when plaintiff began demanding the fulfillment of the obligation, defendant acted inequitably by leading the plaintiff to believe that delivery of the land would be made as promised." [11]

The denial in paragraph 2 of the answer is not supported by the substance of the matters which the defendant will rely upon to support his denial as required by Section 10, Rule 8, Revised Rules of Court.

The petitioner's special and affirmative defenses do not controvert the allegations in paragraphs 7, 9, 10, 11, 12, 13, 14 and 15 of the complaint. The alle-gations in the special and affirmative defenses refer to paragraphs 6 and 8 of the complaint.

It is clear from the foregoing that paragraph 2 of the answer is not a specific denial. An answer which merely "denies generally and specifically each and every allegation contained in each and every paragraph of the complaint" is but a general denial.[12] A denial does not become specific merely because it is qualified by that word.[13] The effect is that the material allegations in paragraphs 7, 9, 10, 11, 12, 13, 14 and 15 of the complaint are deemed admitted.[14]

The Court of Appeals did not commit the first error assigned.

The petitioner submits that the Court of Appeals erred in affirming the decision of the trial court and sustaining "respondent Angayao's claim, in spite of clear evidence to the contrary, and the absence of evidence to establish the fact that petitioner AGton obligated himself to deliver 3 hectares of the Toril Lot (Lot No. 184-A), virtually ignoring the final decision between the parties in Civil Case No. 726 which constitutes *res judicata*." [15] The issue raised is factual.

The trial court ruled in favor of the plaintiff Santiago Angayao in view of the following:

"The Court is convinced that the three hectares mentioned in the amicable settle-ment have never been delivered to plaintiff Santiago Angayao. And as stated elsewhere in this decision, the defendant is deemed to have admitted in his answer that he made the plaintiff understand that the three hectares mentioned in the amicable settle-ment ????? a portion of a lot situated in Toril, Davao City, Lot No. 184-A of the subdivision plan Psd-28181 being a portion of Lot 184 of the Cadastral Survey of Davao, G.L.R.O. Cad. Record No. 318 covered by Transfer Certificate of Title No. T-2528 of the Register of Deeds of Davao in the name of the defendant, which he promised to deliver to the plaintiff but has not delivered up to now.

"The defendant set up the defense that the action assailing the validity of the amicable settlement had prescribed. But the above-entitled case is not an action for annulment of the amicable settlement. It is an action for recovery of real property which the defendant promised to deliver to the plaintiff and which action prescribes in thirty years. The judgment in Civil Case No. 726 based on the amicable settlement was novated by the promise of the defendant to deliver the three hectares covered by Trans-fer Certificate of Title No. 2528 of the Register of Deeds of Davao in his name." [16]

The Court of Appeals found that the land promised by Ramon Agton to be delivered to Santiago Angayao is the land described in paragraph 8 of the complaint be-cause:

"Regarding error 2, suffice it to say that enough testimonial evidence was intro-duced, apart from that already judicially admitted by the appellant, that the land sought to be recovered was not the same land mentioned in the amicable settlement in Civil Case No. 726 but the parcel of land in the poblacion of Toril, Davao, which

was described in paragraph 8 of the appellee's complaint, as gleaned from the testimony of Angayao, as follows:

"Q Mr. Angayao, you alleged in your complaint and had been admitted by the defendant in his answer, that you had been offered by the defendant 3 hectares of his land in the poblacion of Toril in consideration of the settlement in Civil Case No. 726, how many times did you make demands from the defendant for the delivery to you of the three hectares which were in consideration of that amicable settlement of Civil Case No. 726?

"x x x

"A. Many times." (tsn., pp. 16, 18).

COURT:

"Q Did you receive the land consisting of three hectares mentioned in the amicable settlement?

"A No, sir.

"Q Did you receive the three hectares in the poblacion of Toril which according to you defendant pointed to you to be the three hectares mentioned in the document, in the amicable settlement?

"A He just pointed it to me, but he did not give it to me." (tsn., p. 37)

Unfortunately, the foregoing testimony stands uncontradicted by the records. It therefore follows that the allegations in paragraph 8 of the complaint have been preponderantly proven."^[17]

The record shows that the findings of fact of the trial court and the Court of Appeals on the identity of the land which Ramon Agton promised to deliver to Santiago Angayao are supported by the evidence. Said land has not been delivered by Ramon Agton to Santiago Angayao. There is no basis for the Supreme Court to set aside said factual findings.

WHEREFORE, the petition for certiorari is denied and the decision of the Court of Appeals in CA-G.R. No. 42635-R sought to be reviewed is hereby affirmed, without pronouncement as to costs.

SO ORDERED.

Makasiar, Guerrero, Melencio-Herrera, and Plana, JJ., concur. Teehankee, J., (Chairman), no part.

[1] Annex "B", Rollo, pp. 23-36. The decision was written by Justice Ramon G. Gaviola, Jr. and concurred in by Justice Ruperto G. Martin and Justice Lourdes P. San Diego.

[2] Record on Appeal, pp. 38-39; Rollo, p. 21.

[3] Record on Appeal, pp. 1-9, Rollo, p. 21.

[4] Ibid., pp. 4-5.

[5] Decision of Court of Appeals, pp. 2-4; Rollo, pp. 24-26.

[6] Ibid., p. 4, Rollo, p. 26.

[7] Petition, Rollo, p. 6.

[8] Brief for Petitioner-Appellant, pp. 14-17.

[9] Record on Appeal, p. 3 and p. 4, Rollo, p. 21.

[10] Ibid., p. 10.

[11] Ibid., pp. 3-7.

[12] El Hogar vs. Santos Investment, 74 Phil. 79.

[13] Baetamo vs. Amador, et al., 74 Phil. 735.

[14] Lichauco vs. Guash, 76 Phil. 5.

[15] Brief of petitioner-appellant, p. 44, Rollo, p. 160.

[16] Decision of trial court, Record on Appeal, pp. 36-37; Rollo, p. 21.

[17] Decision of Court of Appeals, Rollo, pp. 34-35.

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