

**LORENZO E. MACANSANTOS, ET AL., PLAINTIFFS AND APPELLANTS,
VS. TEOFILA GUINOO, ET AL., DEFENDANTS AND APPELLEES.***G.R. No. L-19973. April 30, 1965*

Ponente: DIZON, J.

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This is the third time the parties herein come to this court in connection with the same property—Lot. No. 127-A of the Davao Townsite. The first was in an appeal by certiorari taken by the now defendants-appellees (G.R. No. L-5541)—an appeal decided by Us on June 25, 1955; the second was in a petition for mandamus (G.R. No. L-13726) filed by the now plaintiffs-appellants and dismissed by Us on May 31, 1961. In both cases we had occasion to determine the facts which, in G.R. No. L-13726, we found to be as follows:

"Bernabe Macansantos alias Bernabe M. Santos and Feliza Enriquez, were married on March 5, 1907, in Davao City and had two children, Lorenzo and Tomas. In 1910, Bernabe acquired from one Cenon Rasay a lot (residential), containing 1,222 sq. m. known as Lot No. 127 of Davao City, from which he obtained a decree and the O.C.T. No. 238 in the name of Bernabe M. Santos, 'casado con Feliza Enriquez' which was cancelled and replaced by T.C.T. No. 32 of the Province of Davao, retaining: the name of the owner as Bernabe M. Santos 'casado con Feliza Enriquez.' Feliza died on May 10, 1930. On November 15, 1934, Bernabe sold one-half of Lot No. 127 to Teofila de Guinoc for P800.00, for which reason he had the land subdivided into lots 127-A and 127-B, adjudicating the first portion to Teofila. On April 1, 1935, Bernabe likewise sold the remaining half (lot 127-B), to Honganji Mission, a Japanese religious corporation, through its representative Kogan Imei. Both deeds of sale were registered on January 18, 1940, as a result of which TCT No. 1333 of Davao City was issued to Teofila de Guinoo and No. 1334, was issued to Honganji Mission. Bernabe died in 1943.

On April 14, 1948, herein petitioners Lorenzo and Tomas Macansantos filed two complaints in the Court of First Instance of Davao, one against respondents Teofila de Guinoo and Vicente Guinoo (Civil Case No. 196), and the other against the Philippine Alien Property Administration and the Director of Lands (Civil Case No. 197), to have the deed of sale executed by their deceased father Bernabe to respondents Teofila de Guinoo and the Honganji Mission, declared void on the ground that the land was a conjugal property of the spouses Bernabe Macansantos and Feliza Enriquez, and that there having been no liquidation and partition of the conjugal properties, Bernabe had no right or authority to sell Lot No. 127 without the knowledge and consent of his sons, petitioners herein, who became, together with their father, pro-indiviso owners thereof.

The trial court dismissed the two cases, and upon appeal to the Court of Appeals (CA-G.R. No. 5148-R and 5149-R), the decision of the lower court, dismissing the complaint against the Director of Lands, was affirmed (CA-G.R. No. 5149-R): but said appellate court revoked the decision of the trial court with respect to the defendants Teofila de Guinoo and Vicente Guinoo, respondents herein, declaring them purchasers in bad faith. The dispositive part of said decision is hereunder reproduced:

"Wherefore, the judgment appealed from is affirmed in Civil Case 197 (CA-G.R. No. 5149-R) in so far as it

denies recovery of lot sold to Honganji Mission; and reversed in so far as it upholds the validity of the sale to Teofila de Guinoo. The latter and her husband Vicente Guinoo, are sentenced to reconvey Lot 127-A of the Davao Townsite, now covered by Transfer Certificate of Title No. 1333 of the City of Davao, to the heirs of the late Feliza Enriquez. Costs against appellees in C.A.-G.R. No. 5148-R and against appellants in C.A.-G.R. No. 5149-R.'

Upon appeal by certiorari to this Court against this judgment, the latter on June 25, 1955 (G.R. No. L-5541), rendered a decision, the dispositive portion of Which states:

'In view of the foregoing, the judgment of the Court of Appeals modified by sentencing Teofila de Guinoo to reconvey only one-half Lot 127-A to Lorenzo and Tomas Macasantos. As thus modified, the judgment of the Court of Appeals is affirmed. With no pronouncement as to costs.'

The above decision having become final and executory, on November 2, 1955, petitioners herein filed a motion for execution thereof. The Sheriff's return stated that respondents spouses Teofila de Guinoo and Vicente Guinoo, refused to sign the deed of reconveyance presented to them by him. So, on November 29, 1955, petitioners filed a motion asking the trial court to appoint some other person to sign the deed of reconveyance (Sec 10, Rule 39). Respondents Teofila de Guinoo and Vicente Guinoo, on December 17, 1955, filed a manifestation denominated by them 'For Record,' claiming that the reconveyance ordered by the Supreme Court of one-half of Lot 127-A, to be made by them in favor of petitioners, should be supported by a consideration in the sum of P400.00 and that the reconveyance shall take effect only upon payment thereof. Subsequently, the Guinoos submitted for the approval of the respondent Judge, a deed of reconveyance, pertinent portion of which reads as follows:

'Now therefore, pursuant to the decision of the Supreme Court, above-quoted, and for and in consideration of the sum of Four Hundred Pesos (P400.00) Philippine Currency, Teofila de Guinoo and Vicente Guinoo, spouses, hereby reconvey to Lorenzo E. Macasantos and Tomas Macasantos only one-half of Lot 127-A pro-indiviso, excluding the improvements thereon belonging to saw spouses Teofila de Guinoo and Vicente Guinoo.'

The petitioners on February 8, 1956, objected to the petition, alleging (1) that in the deed of reconveyance to be executed, no mention should be made of the P400.00 as consideration thereof, since no requirement to this effect is contained in the final decree of the Supreme Court; (2) that in the deed of reconveyance to be executed, the improvements on the lot to be reconveyed should not be excluded therefrom, as the Supreme Court in its decree not excluded said improvements; and (3) that a writ issued to place the petitioners herein in possession of one-half of Lot 127-A pro-indiviso, including the improvements thereon, as owners of said one-half portion.

On February 9, 1956, the respondent Judge issued an order declaring that the deed of reconveyance as submitted by the respondents was a substantial compliance with the writ of execution and that the Court should 'abstain from making any ruling over the claim of Atty. Zuno that in the reconveyance his clients are entitled to receive P400.00 from the plaintiffs, which claim, may be raised when an opportune time comes.'

In its order of April 18, 1956, clarifying the import of the expression "the reconveyance had complied substantially with the writ of execution,' contained in its order of February 9, 1956, the lower court meant 'the reconveyance of only one-half (1/2) of Lot No. 127-A, without touching the improvements and consideration, which may be liquidated by the parties in a separate proceeding.' In the same order, the said court stated that it was not in a position to issue a writ of possession before the parties are entitled to the physical possession of the property owned pro-indiviso by them. In other words, the lower court disposed that the deed of reconveyance

should be strictly in accordance with the decision of the Supreme Court, sans consideration and improvements.

Petitioners, therefore, filed this action for mandamus alleging that respondent Judge gravely abused his discretion and unlawfully neglected the performance of an act which was specifically enjoined upon him by law as a duty, playing therein that this Tribunal: (a) order the respondent Judge to cause the execution of the final decree of this Court by directing respondents spouses Teofila de Guinoo and Vicente Guinoo to execute a deed of reconveyance of one-half of Lot No. 127-A pro-indiviso, in favor of petitioners, without stating any consideration Monetary or otherwise; but including all the improvements existing on the property so reconveyed, and to declare the aforementioned Orders of the respondent Judge and the acts already done pursuant thereto, null and void; (b) order the respondent Judge to issue a writ to place petitioners in physical possession of Lot No. 127-A, including the improvements thereon as co-owner and co-possessors thereof, until a division is made; (c) order the respondent spouses, the Guinoos, to render an accounting of the rentals and other benefits they have derived from Lot No. 127-A and the improvements thereon, since the filing of the complaint in Civil Case No. 196 and of such rentals and other benefits as they will derive until a division of the property is affected, to order the respondent spouses to pay to petitioners the sum of P1,000 as attorney's fees, and to pay the costs.

Answering, the respondents alleged: (a) that petitioners have other plain, speedy and adequate remedy in the ordinary course of law; and (b) the action taken and the orders issued by the respondent Court were justified by the facts and the law on the case. They pray that the petition be denied, for lack of merit.

The orders of the respondent Judge of February 9, 1956 and April 18, 1956, were not interlocutory but final orders on the merits of the issues raised therein, and, therefore, appealable. The petitioners did not appeal from said orders.

On August 20, 1956, the petitioners filed in the CFI of Davao Civil Case No. 2061 against herein respondents Teofila de Guinoo and husband, for partition and recovery of rentals and damages (see pleadings in said case, Annexes 1 to 5 of the answer). In this Civil Case No. 2061, the issues as to improvements, the consideration as to reconveyance, the improvements and portion of the lot to be reconveyed are the same issues raised in the present mandamus proceedings. Having filed said Civil Case No. 2061 before a competent court which is clothed with jurisdiction over the case, the petitioners cannot now pretend, with any degree of plausibility, that they have no other plain, speedy and adequate remedy in the ordinary course of law. The doctrine of estoppel now operates against them. Veritably, there is presently another action between the same parties involving the same subject matter and the same issues.

The decision of this Court in G.R. No. L-5541, on June 25, 1955, is simple and plain. It sentenced Teofila de Guinoo 'to reconvey one-half of Lot No. 127-A to Lorenzo Macansantos and Tomas Macansantos,' without pronouncement as to the improvements thereon, and as to whether or not the herein petitioner should restore to respondents Teofila and Vicente Guinoo, the consideration paid therefor. So, also with the Court of Appeals. In Civil Case No. 196, CFI, Davao, there was no allegation or prayer for the improvements; they claim only 1/2 of Lot No. 127-A and reasonable compensation or rentals for the use and occupation of said 1/2 portion, amounting to P1,740.00 then; and the defendants therein claimed ownership of the buildings which were the only improvements thereon. The decision of the Supreme Court had long become final and executory. It is hardly necessary to state herein that the trial court cannot change, amplify, enlarge, alter or modify the decision of an appellate court which is final and executory. The insertion in the deed of reconveyance to be executed providing for a consideration; as desired by the Guinoos and the inclusion of the improvements, as desired by the Petitions, would be to alter, modify and change the final decision of this Court, which the trial court has no power to do.

In view hereof, the petition is denied, with costs against the Petitioners."

The case now before Us is an appeal taken by plaintiffs-appellants from the decision rendered in Civil Case No. 2061 of the Court of First Instance of Davao referred to action for partition and recovery of; rentals and dispositive part of which reads as follows:

"Wherefore the claim of plaintiffs with respect to damages and rentals as well as to the determination of the ownership of the improvements on the property is hereby dismissed; and the defendants are hereby ordered to have the property partitioned between them and the plaintiffs."

In deciding the mandamus case (G.R. No. L-13726), we held, inter alia, that the issues raised in Civil Case No. 2061 (now before Us on appeal) relative to the improvements existing on Lot 127-A, as well as the consideration for the reconveyance and the claim for rentals and damages were the same issues involved in the mandamus case. We held, further, that our decision in the first case—G.R. No. L-5541—in plain and simple language sentenced Teofila de Guinoo "to reconvey one-half of Lot No. 127-A to Lorenza Macansantos, Tomas Macansantos, without pronouncement as to improvements thereon, and as to whether or not the herein petitioner should restore to respondents Teofila and Vicente Guinoo the consideration paid therefor." We said, further, that in the lower court the pleadings filed by the now appellants did not pray for the adjudication of any portion of the improvements in their favor but merely claimed one-half of Lot No. 127-A and reasonable compensation for the use and occupation of said one-half portion, while the defendants there now appellees in this case,- claimed ownership of the buildings and other improvement existing on said lot. For these reasons, in deciding the mandamus case we held that our decision in the previous case (appeal by certiorari), had long become executory and that the trial court had no authority to change amplify, enlarge, alter or modify said decision; that the insertion in the deed of reconveyance of any statement providing for a consideration and the inclusion of the improvements would amount to an alteration and modification of said final decision. All these show conclusively that the issues raised by appellants in the present case concerning their alleged right to one-half of the improvements existing on the parcel of land known as 127-A, plus damages and rentals are already res judicata as held by the lower court.

WHEREFORE, the decision appealed from is affirmed, with costs.

Bengzon, C.J., Bautista Angelo, Concepcion, Reyes, J.B.L., Barrera, Regala, Makalintal, Bengzon, J.P., and Zaldivar, JJ., concur.

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