

FRANCISCO PERIQUET, PETITIONER, VS. HON. JUDGE ANDRES REYES, COURT OF FIRST INSTANCE OF RIZAL, FLAVIANA MULI VDA. DE SUAREZ, DECEASED, REPRESENTED BY ROSARIO VDA. DE SAN PEDRO, ...

G.R. No. L-30559. October 28, 1977

Ponente: ANTONIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/107e6281c828/>

ANTONIO, J.:

Petition for certiorari and injunction with preliminary injunction.

The following are the relevant facts:

On February 29, 1964, in Civil Case No. 7300,[1] the following Compromise Agreement was entered into and submitted to the trial court for approval:

"COME NOW the undersigned parties, assisted by their respective counsel, and respectfully move for approval of their Compromise Agreement, and states:

1st.- That the parcels of land involved in this action, covered by Transfer Certificate of Title Nos. 22657 to 22678, inclusive, of the Register of Deeds of Rizal, were purchased and acquired by Maria Suarez (now deceased), Flaviana Muli Vda. de Suarez, B. Rene Gomez, Marcelo Suarez (now deceased), and Marcial Suarez, all of whom were incorporators of the Suarez Estate, Inc., as their capital contributions to said corporation, as evidenced by their 'Incorporators' Preliminary Agreement (Annex 'A' to the complaint), the Deed of Sale with Assumption of Liabilities (Annex 'B' to the complaint);

2nd.- That upon the incorporation of the said Suarez Estate, Inc., on November 21, 1951, the aforesaid parcels of land represented the capital contributions of the five above-named incorporators, notwithstanding the fact that the lots were registered in the name of Maria Suarez;

3rd.- That in the confusion that ensued following the death of Maria Suarez in 1954 and, later, of Marcelo Suarez in 1955, the Suarez Estate Inc. failed to organize formally as required by law and to carry out its corporate purposes;

4th.- That in view of the aforesaid demise of their two principal co-incorporators the heirs of said deceased as well as the remaining incorporators have agreed, as by these presents they do hereby agree, not to proceed with the formal organization of the Suarez Estate, Inc., and, instead, to return to each of the incorporators their respective contributions consisting of shares in the parcels of land covered by TCT Nos. 22657 to 22678, inclusive, of the Register of Deeds of Rizal; with the exception of the following parcels which, during the lifetime of the deceased Maria Suarez and Marcelo Suarez, were already sold to the persons enumerated hereunder, to wit:

(a) Lot 1, Block 369, under TCT No. 22657 of the Register of Deeds of Rizal, in favor of Marcelo Suarez;

(b) Lot 8, Block 369, under TCT No. 22664 of the Register of Deeds of Rizal, in favor of Juan Francisco and

Aquilino Cruz;

(c) Lot 9, Block 369; under TCT No. 22665 of the Register of Deeds of Rizal, in favor of the spouses B. Rene Gomez and Trinidad Suarez-Gomez;

(d) Lot 2, Block 370, under TCT No. 22667 of the Register of Deeds of Rizal, in favor of Buenaventura Bernabe;

(e) Lot 4, Block 370, under TCT No. 22668 of the Register of Deeds of Rizal, in favor of Juan Cuadrado;

(f) Lot 6, Block 370, under TCT No. 22671 of the Register of Deeds of Rizal, in favor of Ciriaco Montano; and

(g) Lot 5, Block 370, covered by TCT No. 22670 of the Register of Deeds of Rizal, in favor of the spouses B. Rene Gomez and Trinidad Suarez-Gomez, to whom a new transfer certificate of title for said lot should be issued; but said spouses-vendee shall, in addition to the sum of Fourteen Thousand Pesos (P14,000.00) already paid by them as purchase price of this lot, pay to their co-incorporators as well as the heirs of the deceased co-incorporators the following amounts:

(a) to FLAVIANA MULI VDA. DESUAREZ, the sum of i3,333.33;

(b) to FRANCISCO PERIQUET, as surviving spouse of Maria Suarez, the sum of P3,666.67; and

(c) to MARIA SUAREZ and the HEIRS OF MARCELO SUAREZ, the sum of P2,000.00;

5th.- That the remaining lots involved in this action namely, those described in and covered by Transfer Certificates of Title Nos. 22658, 22659, 22660, 22661, 22662, 22666, 22668, 22672, 22673, 22674, 22675, 22676, and 22677 and 22678, all of the Register of Deeds of Rizal, are hereby returned to, and henceforth shall in the meantime be owned in common by, the following incorporators and the heirs of the deceased incorporators, the same, or the proceeds thereof if sold, to be partitioned among themselves in the following proportions:

(a) To FLAVIANA MULI VDA. DE SUAREZ, as in-corporator-contributor, thirty-three and one-third per cent (33-1/3%);.

(b) To the surviving spouse of incorporator-contributor Maria Suarez, FRANCISCO PERIQUET, thirty-six and two thirds per cent (36-2/3%); and

(c) To incorporators-contributors MARCIAL SUAREZ, B. RENE GOMEZ, and the HEIRS OF INCORPORATOR-CONTRIBUTOR MARCELO SUAREZ, thirty per cent (30%);

6th. - That it is hereby agreed by all the parties in Civil Case No. 7300 of this court, Branch VI, for the purpose of this compromise agreement that the remaining Mandaluyong Subdivision lots, which are still in the name of the deceased MARIA SUAREZ, do not form part of her estate, for they actually belong to and are owned by the incorporators of the Suarez Estate, Inc., as their capital contribution to the corporation which consists of the following:

GROUP I - Block 369, consisting of five (5) lots, to wit:

Area in Sq. M.

Appraised at:

T o t a l

1) Lot No. 3, 1063.00 sq. m.

P45.00

P 47,835.00

2) Lot No. 4, 1158.00 sq. m.

P45.00

P 52,110.00

3) Lot No. 5, 1568.00 sq. m.

P45.00

P 68,040.00

4) Lot No. 6, 1219.00 sq. m.

P60.00

P 71,140.00

5) Lot No. 7, 1052.00 sq. m.

P60.00

P 63,120.00

6060.00 sq. m.

P304,245.00

(Note: Lot No. 2, of Block No. 369, will be further investigated by the parties and if sold, its value shall be partitioned in the same proportions as established in par. 5 hereof.)

GROUP II - Block No. 404 consisting of three (3) lots, to wit:

1) Lot No. 1, 1703.00 sq. m.

P60.00

P102,180.00

2) Lot No. 2, 1653.00 sq. m.

60.00

99,180.00

3) Lot No. 3, 1593.00 sq. m.

70.00

111,510.00

4949.00 sq. m.

P312,870.00

GROUP III - Block No. 370 consisting of five (5) lots, to wit:

1) Lot No. 1, 1833.00 sq. m.

P45.00

P 82,575.00

2) Lot No. 3, 1012.00 sq. m.

45.00

45,540.00

3) Lot No. 7, 1060.00 sq. m.

45.00

47,700.00

4) Lot No. 8, 1426.00 sq. m.

45.00

64,170.00

5) Lot No. 9, 1584.00 sq. m.

45.00

71,280.00

6917.00 sq. m.

P311,265.00

7th.- That it has been agreed by the parties herein that the three (3) groups of incorporators and heirs of the deceased incorporators shall draw by lots from the three (3) groups of lots listed in paragraph 6th of this compromise agreement and from the result of the drawing, inasmuch as the value of the groups of lots vary, hence, the share of FLAVIANA MULI VDA. DE SUAREZ of 33-1/3% and that of FRANCISCO PERIQUET, of thirty-six and two-thirds (36-2/3%) shall be maintained and completed either in cash or in kind. But, if the whole property or if all the lots in the three (3) groups are sold at the same time, the sharing of the selling price shall be maintained in the same pro-portions as stated in paragraph 5th of this agree-ment;

8th. That any other property or sums of money that may hereafter be found to belong or pertain to the defunct. Suarez Estate, Inc. or to its incorporators-contributors, as such, shall also be owned by, and divided among, the parties named in paragraph 5th of this agreement in the same proportions.

WHEREFORE, it is respectfully prayed that judgment be rendered approving the foregoing com-promise agreement, ordering compliance therewith, and directing the Register of Deeds of Rizal to cancel Transfer Certificate of Title No. 22670 and to issue in its stead a new transfer certifi-cate of title in the name of the spouses B. Rene Gomez and Trinidad Suarez-Gomez,, and cancel also the corresponding Transfer Certificate of Title of the lots in the three (3) groups of lots and issue the corresponding title to whoever the same may belong as a result of this compromise.

Manila, for Pasig, Rizal, this 29th day of February, 1964.

(SGD.) FRANCISCO PERIQUET

Defendant

Assisted by:

CELSO B. JAMORA

Counsel for F. Periquet

1410 Taft Avenue, Manila

By:

(SGD.) CELSO B. JAMORA

(SGD.) FLAVIANA VDA. DE SUAREZ

Defendant

Assisted by:

(SGD.) MARCIANO C. SICAT

Salonga, Ordonez, Sicat & Ass.

300 Shurdut Bldg. Intramuros Manila

Counsel for F. M. Vda. de Suarez

(SGD.) B. RENE GOMEZ (SGD.) MARCIAL SUAREZ

Plaintiff Plaintiff

(SGD.) EUFROSINA I. SUAREZ (SGD.) TEOFISTA ISAGON

Plaintiff in her own behalf as plaintiff and as legal guardian of Danilo Marcelo Jr., Evelyn & Regino, all surnamed Suarez, plaintiffs

(SGD.) EVELYN I. SUAREZ

Plaintiff

(SGD.) ELPIDIO I. SUAREZ

Plaintiff

Assisted by:

(SGD.) AGUSTIN O. BENITEZ

Suite 712; Don Santiago Building

Taft Avenue, Manila

Counsel for the Plaintiffs"[2]

The foregoing agreement was approved by the trial court on March 9, 1964, when it rendered a -decision stating, in part, as follows:

"The foregoing compromise agreement is sign-ed by all the parties and their respective coun-sel.

"Pursuant to par.7 of the compromise agreement, the parties on March 7, 1964 drew lots be-fore the Deputy Clerk of Court of this Court to determine which portions of the property in question should go to the parties mentioned in par. 5 of the agreement. As a result of the drawing of lots, reported by the Clerk of the Court and

affirmed by the parties and their counsel, Group I of the parcels of land in question consisting of five lots — Lots Nos. 3, 4, 5, 6 and 7 of Block -369 -- enumerated in par. 6 of the compromise agreement were adjudicated to the parties Marcial Suarez, B. Rene Gomez, and the heirs of incorporator-contributor Marcelo Suarez as their share in the properties in question as incorporators-contributors of the Suarez Estate, Inc.; Group II of the parcels of land consisting of three lots - Lots Nos. 1, 2 and 3 of Block No. 404 - enumerated in par. 6 of the compromise agreement were adjudicated to the party Flaviana Muli Vda. de Suarez as her share in the properties in question as incorporator-contributor of the Suarez Estate, Inc.; while Group-III of the parcels of land in question consisting of five lots -- Lots -Nos. 1, 3, 7, 8, and 9 of Block No. 370 -- enumerated in Para 6 of the compromise agreement were adjudicated as the share of the deceased, incorporator-contributor Maria Suarez as such incorporator-contributor represented in the compromise agreement by her surviving spouse Francisco Periquet.

"IN VIEW OF THE FOREGOING, the Court hereby renders judgment approving the Compromise Agreement submitted by the parties, as well as the result of the drawing of lots made by the parties before the Clerk of Court. The Register of Deeds of Rizal is directed to cancel Transfer Certificate of Title No. 22670 of his Registry and to issue in its stead a new transfer certificate of title in the name of the spouses B. Rene Gomez and Trinidad Suarez-Gomez of Pasig, Rizal; to cancel the Transfer Certificates of Title in the name of the deceased Maria Suarez covering Lots 3, 4, 5, 6 and 7 of Block No. 369 of the subdivision plan Psd-9027, Mandaluyong, Rizal and issue new transfer certificates of title thereto in the names of Marcial Suarez, B. Rene Gomez, and the Heirs of Marcelo Suarez, namely Teofista Isagon, Eufrosina Suarez, Elpidio Suarez, Danilo Suarez, Evelyn Suarez, Marcelo Suarez, Jr. and Reggineo Suarez, all of Pasig, Rizal; to cancel the Transfer Certificates of Title in the name of the deceased Maria Suarez, covering Lots Nos. 1, 2 and 3 of Block No. 404, subdivision plan Psd-9027 of Mandaluyong, Rizal, and issue new transfer certificates of title thereto in the name of Flaviana Muli Vda. de Suarez of Pasig, Rizal; and to cancel the Transfer Certificates of Title in the name of the deceased Maria Suarez covering Lots Nos. 1, 3, 7, 8 and 9 of Block No. 370 of subdivision plan Psd-9027 of Mandaluyong, Rizal and issue new transfer certificates of title thereto in the name of Francisco Periquet, widower, of Quezon City, as surviving spouse of the deceased Maria Suarez." (Italics supplied.)(3]

On April 11, 1964; herein petitioner Francisco Periquet filed a motion to set aside the Compromise Agreement and the decision thereon, and prayed for a new trial, alleging that he signed the agreement on the mistaken belief that the portion equivalent to 36-2/3% of the properties of the Suarez Estate, Inc. was being allotted to him in his personal capacity, not as representative of his wife. This motion was denied on May 29, 1964. Petitioner's appeal from said Order was disallowed by respondent Court, and a motion for reconsideration of the Order of disallowance was denied. Petitioner came to the Supreme Court by way of a petition for mandamus and certiorari,[4] to compel respondent Judge to approve, certify and elevate the record on appeal in its Civil Case No. 7300 to this Court, or for declaration of nullity of the Compromise Agreement of the parties which was approved by the respondent Court. Said petition was dismissed by this Court on December 29, 1967, in the following manner:

"Generally, a judgment on a compromise agreement is not only without appeal, but is also immediately executory, the reason being that when the parties agree to settle their differences, to end a pending litigation, and request the court 'to render judgment based on their said agreement, there is an implied waiver of their right to appeal from the decision. The exception to the rule is provided in case a party to the compromise agreement moves to set it aside on the ground of fraud, mistake or duress; in which event, an appeal would exist from the order denying the motion.

"The issue here presented, therefore, is whether or not the case at bar comes within the exception to the general rule, that the denial of petitioner's appeal by the lower court amounted to grave abuse of discretion.

"To fall within the exception to the general rule, the moving party must allege vitiated consent to the agreement, by reason of fraud, mistake or duress. But not every act that may be considered fraudulent,

erroneous or under duress, can be the basis for annulling a contract. A mistake, specifically, shall invalidate consent only if it refers to the substance of the thing which is the object of the contract, or the condition which has principally moved one or both parties to enter into the contract (Art. 13.31, new Civil Code). In short, the error must be the causal, not merely incidental, factor that induced the complaining party to enter into the agreement.

"In the present case, the mistake, alluded to by petitioner as having vitiated the voluntariness of his participation in the compromise agreement' consisted in the mistaken that he would receive the allotted portion in his per-sonal capacity; that the properties would belong to him solely. This would contradict the explicit terminology of the 5th paragraph of the agree-ment, partitioning the remaining unsold lots among the 'incorporators and heirs of the deceased in-corporators', and which was drafted by no less than appellant's personal counsel. Considering that from the context of the agreement, it is apparent that it was entered into to determine the properties of the Suarez Estate, Inc. and to fix and deliver the respective shares of the incorpo-rators-contributors, and that it was the wife, Maria Suarez, not the husband Francisco Periquet, who made contribution to the corporation, it can-not really he claimed that the lower court made an alteration of the compromise agreement when it adjudged the 5 lots enumerated in paragraph 6 'as the share of the co-incorporator-contributor Maria Suarez as such incorporator-contributor, repres-ented in the compromise agreement by her surviving spouse Francisco Periquet.' That Periquet origi-nally considered this order as in accord with the agreement of the parties is evidenced by the fact that after the judgment was rendered, he filed two motions seeking for its enforcement or execu-tion. Apparently realizing much later the impli-cation of the phraseology of the agreement, as carried out in the decision of the lower court, he belatedly contested the validity and due exe-- cution of said compromise agreement.

"But assuming that the effect of the word-ing of paragraph 5 of the agreement was not anti-cipated by petitioner when he and his counsel prepared the instrumentandprevailed on the other parties to sign it, this is not the kind of mis-take that would justify nullification thereof. Miscalculation or misappreciation of its legal import, where the party as in this case is assis-ted by counsel, will not provide basis for setting aside of a compromise agreement on the ground of mistake or error. A compromise, entered into and carried out in good faith, will not be discarded even if there was a mistake of law or fact; and in this case the parties have gone to the extent of drawing lots as provided in the seventh (7) paragraph of the compromise agreement (Decision, Court of First Instance, p. 4). The application of the rule to the present case becomes all the more imperative when it is borne in mind that Periquet's proposal would result in depriving his wife's surviving mother, Fiaviana Muli Vda. de Suarez of her hereditary share in this 36-2/3% and vesting all of it upon the husband, contrary to our laws of succession. (Civil Code, Art. 997)

"Appellant Periquet adverts to the circums-tance that in his proposals previous to the final compromise agreement, he had insisted in being personally assigned a share in the properties equal to that granted to his mother-in-law, Fla-viana Mull. We find little relevancy in these proposals. The essence of compromises being mu-tual concessions by the parties to avoid or end litigation, it is to be expected that neither will be able to maintain his initial demands wholly un-altered. Changes are naturally made in the course of bargaining, and the final agreement rarely coincides with the original terms proposed by either side. Since, as previously remarked, the purpose of the compromise agreement in question, was in its 4th paragraph, 'to return to each of the incorporators their respective contributions' to the capital of Suarez Estate, Inc., (as ex-pressed in its paragraph 4) and appellant Periquet was concededly not such an incorporator, while his wife and mother-in-law were, it is difficult to perceive on what basis Periquet could in law or justice demand any portion of the distributed properties except as his wife's representative, nor how he could assert error in his not becoming a distributee in his personal capacity.

"Periquet's argument that the Philippine Trust, as administrator of his late wife's estate did not sign the compromise, is one that is not available to him for evading the effect of his Own consent thereto. If at all, only the Administrator may raise the objection and its prolonged silence is 'evidentiary of acquiescence to the

compromise.

"Appellant's contention being plainly untenable, there would be no point in declaring that the Court below abused its discretion in refusing to give due course to the appeal. Even if appellant were technically entitled to a mandamus, the net result would merely be further delay in adjudicating that his case is devoid of merit.

"In view of the conclusion thus reached, there is no need to pass upon the question of the timeliness or untimeliness of the appeal filed by petitioner.

"WHEREFORE, the petition is hereby dismissed, with costs against the petitioner." [5]

The judgment having become final, on April 16, 1968, respondent Flaviana Muli Vda. de Suarez filed a motion for the execution of the same. On May 8, 1968, respondent Court issued an Order granting the motion, thus:

"Acting upon the Motion for Execution, filed by defendant Flaviana Muli Vda. de Suarez and her guardian Jovito R. Salonga, and finding said motion to be well-taken, the same is hereby GRANTED; as prayed for, let a writ of execution issue ordering the Register of Deeds of Rizal to cancel the Transfer Certificates of Title Nos. 22666, 22668, 22672, 22674 and 22673 of his Registry, covering Lots 1, 3, 7, 8 and 9 of Block No. 370, of subdivision plan Psd-9027 of Mandaluyong, Rizal in the name of the deceased Maria Suarez and to issue new ones in the names of Flaviana Muli Vda. de Suarez and Francisco Periquet as co-owners thereof in equal pro-indiviso shares."

"SO ORDERED." [6]

Alleging that the owner's duplicates of the transfer certificates of title mentioned in the Order are in the possession of defendant (herein petitioner) Periquet, respondent Flaviana Muli Vda. de Suarez filed a "Motion to Declare Owner's Duplicate of Certificates of Title Null and Void". This was granted on May 10, 1968, and the Register of Deeds was ordered "to cancel the title and issue new ones in the names of Flaviana Mull Vda. de Suarez and Francisco Periquet as co-owners thereof."

On May 20, 1968, petitioner filed a "Motion to Quash Execution and the Orders of Trial Court dated May 8 and 10, 1968 Dividing Lots 1, 3, 7, 8 and 9 of Block No. 370, Equally Pro-Indiviso", on the ground that respondent Court has no jurisdiction to order the partition of said lots, as the Probate Court of Rizal, where the proceedings for the settlement of the estate of the deceased Maria Suarez was pending, [7] has exclusive venue and jurisdiction over the same. On September 23, 1968, respondent Court denied petitioner's "Motion to Quash Execution, etc.", relying heavily upon the decision of this Court in G. R. No. L-23886.

On June 3, 1969, Francisco Periquet filed the present petition for certiorari, contending that respondent Judge has no jurisdiction to effect a partition of the share of the deceased Maria Suarez Periquet from the Juarez Estate in Civil Case No. 7300, as it is the Probate Court in Special Proceedings No. 2169, where the estate of Maria Suarez Periquet is pending, which has such jurisdiction, apart from the fact that the challenged Orders of respondent Judge, dated May 8, 1968, May 10, 1968, and September 23, 1968, were null because they amended or modified the final decision in Civil Case No. 7300, which is beyond the authority of said respondent.

In the meantime, respondent Flaviana Muli Vda. de Suarez died and was substituted in the instant proceedings by her heirs -- Rosario Suarez Vda. de San Pedro, Trinidad Suarez Gomez, Marcial Suarez, Clarita Suarez Luna, Eufrocina Suarez Andres, Elpidio Suarez, Danilo Suarez, Evelyn Suarez de Leon, Marcelo Suarez and Reggino Suarez.

On May 13, 1974, Francisco Periquet and the above-named heirs of Flaviana Mull Vda. de Suarez submitted a Joint Motion for Judgment Upon Supplementary Agreement, setting forth the said agreement, as follows:

"1. That the parties agree to allot and adjudicate in favor of Francisco Periquet in full and complete settlement

of the totality of his rights and interest in the properties of his de-ceased spouse, Maria Suarez, the following lots mentioned in the Compromise Agreement of February 29, 1964, paragraph 6 thereof, under Group III, Block No. 370, consisting of four (4) lots, as follows:

Lot No. 3 1,012.00 sq. meters

Lot No. 7 1,060.00 sq. meters

Lot No. 8 1,426.00 sq. meters

Lot No. 9 1,584.00 sq. meters

"2. That the parties also agree to allot and adjudicate in favor of Flaviana Mull Vda. de Sua-rez, Lot No. 1, consisting of 1,833.00 sq. meters and valued at p82,575.00, covered in paragraph 6 of the Compromise Agreement of February 29, 1964, Group III, Block No. 370, in addition to her own share in the aforesaid Compromise Agreement of February 29, 1964, paragraph 6 thereof, Group II, Block No. 404, consisting of three (3) lots, to wit:

Lot No. 1 1,703.00 sq. meters

Lot No. 2 1,653.00 sq. meters

Lot No. 3 1,593.00 sq. meters

"That the undersigned heirsof Flaviana Muli. Vda. de Suarez hereby confirmed the transfer to Jovito R. Salonga, Sedfrey A. Ordoftex, Pedro L. Yap, and Marciano C. Sicat of the aforesaid lot No. 3 with an area of 1,593.00 square meters men-tioned in the aforesaid Compromise Agreement of ' February 29, 1964, par. 6 thereof, Group II, Block No. 404, as payment for their professional servi-ces rendered in favor of Flaviana Muli Vda. de Suarez."[8]

It was, therefore, prayed:

"IN VIEW OF THE FOREGOING, with the appro-val of the Supplementary Compromise Agreement herein embodied, it is respectfully prayed that this case be decided according to the aforesaid Agreement without costs, and the same be remanded to the lower Court for the implementation of the Compromise Agreement of February 29, 1964, with the corresponding Supplementary Compromise Agreement of the parties herein embodied, and that the moment the decision becomes final, that the 'lis pendens' annotated on all the Transfer Certificates of Title involved in this case be cancelled."[9]

It is apparent from the records of this case,, as well as those of G. R. No. L-23886, that the conflict was between Francisco Periquet and his mother-in-law, Flaviana Muli Vda. de Suarez, now represented by her heirs, both being heirs of the deceased Maria Suarez. The disagreement arose out of the proper division between them of the proper-ties left by the deceased, particularly the five lots enumerated in the first Compromise Agreement. There is no dispute as to the shares of the other parties who were incorporators'-contributors in the defunct Suarez Estate, Inc..

The parties involved, namely Francisco Periquet and the heirs of Flaviana Muli Vda. de Suarez, have opted to settle their differences by virtue of the supplemental agreement above set forth. We find no reason for disallowing said agreement, and hereby approve the same, it appearing that the same has been signed by all the parties concerned and their respective counsel. The distributive shares of the other parties, however, are to be governed by the first Compromise Agreement submitted and approved in Civil Case No. 7300.

WHEREFORE, the Supplementary Compromise Agree-ment is hereby approved and the parties are hereby enjoined to comply with the terms thereof. Respon-dent Court is directed to execute the agreements of the parties

in the manner afore-mentioned. The writ of preliminary injunction, dated August 7, 1969, is hereby dissolved, and the notice of lis pendens annotated on all the transfer certificates of title involved in this case are ordered to be cancelled. The petition against the remaining respondents, B. Rene Gomez, Marcial Suarez, Eufrocina Suarez and the Heirs of Marcelo Suarez, is hereby dismissed. With-out special pronouncement as to costs.

Barredo, (Acting Chairman), Aquino, Concepcion, Jr., and Santos, JJ., concur.
Fernando, J., (Chairman), on official leave.

[1] Entitled "Suarez Estate, Inc., et al. vs. Phil. Trust Co., Inc., et al.", filed before respondent Court.

[2] Rollo, pp. 257-260.

[3] Annex "L", Petition, Rollo, pp. 53-55.

[4] G.R. No. L-23886, entitled "Francisco Periquet, Petitioner, VA. Hon. Judge Andres Reyes, Court of First Instance of Rizal, Suarez Estate, Inc., B. Rene Gomez, Marcial Suarez, Eufrocina Suarez, Flaviana Muli Vda. de Suarez and Heirs of Marcelo Suarez (Minors Elpidio, Danilo, Evelyn, Marcelo, Jr. & Regino, all surnamed Suarez), represented by TEOFISTA ISAGON, Respondents."

[5] Rollo of G. R. No. L-23886, pp. 419-422, 21 SCRA 1503, 1510-, 1513.

[6] Annex "C", Petition, Rollo, p. 24.

[7] Special Proceedings No. 2169, entitled "Intestate Estate of Maria Suarez Periquet, Deceased. Flaviana Mull Vda. De Suarez, Petitioner, Suarez Estate, Inc. et al.; Claimants-Intervenors. (Annex "K", Petition, Rollo, p. 49.)

[8] Rollo, pp. 254-255.

[9] Ibid., p. 255.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.