

CRISPULO COLMENAR, PLAINTIFF-APPELLEE, VS. ULPIANO COSCA, DEFENDANT-APPELLANT.

G.R. No. L-345. April 30, 1946

Ponente: BENGZON, J.

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BENGZON, J.:

In this litigation, originally instituted in the Court of First Instance of Cavite, plaintiff alleges that on January 3, 1943, he sold to defendant his one-fourth interest in Lot No. 3526 of the San Francisco de Malabon Estate for the sum of P4,500.00, with the understanding, first, that he could repurchase it, for the same amount, within five years, and second, that, should he decide absolutely to sell the realty, defendant would be given preference. He also avers that in January, 1944, Professor Felipe Roman offered to buy the property for P25,000.00; that complying with the understanding, he informed defendant of such offer; that the latter declining to exercise his preferential option to buy at that amount, refused to re-sell as the latter had consequently demanded. The complaint prays that defendant be directed to re-convey and get the 4500 pesos deposited in the Clerk's office.

Defendant asserts he actually agreed that plaintiff would exercise his redemptory right upon the expiration of five years - not before.

After hearing the parties, the Honorable Eulalio Garcia, Judge, found for the plaintiff in May, 1944, required defendant to re-convey and to accept the P4,500.00 which plaintiff had consigned in court. Defendant appealed.

The bone of contention is the proper interpretation of the deed of sale, which partly reads as follows:

"That the condition of this contract is that the Party of the First Part, his heirs and assigns, has the right to repurchase and buy the above described portion of lot No. 3526 FIVE (5) YEARS from the date of this instrument, upon payment to the Party of the Second Part of the sum of P4,500.00, current currency, and the cost of improvements, permanent or otherwise; but in the latter case the Party of the First Part will be entitled to 25% reduction for wear and tear; x x x "

It is our opinion the lower court correctly found for appellee in declaring his legal right to redeem this property within five years. Paragraph five of the same deed provides:

"That at the expiration of Five (5) Years period as herein-above mentioned date, should the Party of the First Part fail to exercise his right of repurchase, this sale becomes absolute and irrevocable without the necessity of executing another deed of conveyance, x x x "

The above necessarily means the sale becomes absolute upon the expiration of five years, and that, consequently the right to repurchase may and should be exercised before such expiration, i. e., within five years - not after. The axiom is well known that, if any clause of a contract admits of different meanings, It must be interpreted in

relation to other clauses of the contract, giving to it the meaning, which may appear from a consideration of all of them together.[1]

It is undeniable that the parties intended to reserve to the plaintiff some time to repurchase. To construe, that he could exercise such right only after five years, would truly deny him the right to repurchase, 'since this clause stipulates that at the expiration of 'five years, the sale becomes absolute.

The oral evidence Introduced by defendant to support his "after-five-years" assertion, must be assigned little "value, what with the rule -

"When the terms of an agreement have been reduced to writing, It is to be considered as containing all those terms, and, therefore, there can be between the parties and their successors in interest, no evidence of the terms of the agreement other than the contents of the writing, except in the following cases:

"(a) Where a mistake or imperfection of the writing, or its failure to express the true Intent and agreement of the parties, or the validity of the agreement is put In issue by the pleadings;" (Rule 123, Section 22.)

and the pleadings did not put in issue the failure of the document to include the true agreement of the parties.

Defendant's conduct itself corroborates the view that plaintiff could redeem within five years. When approached by the latter previous to this litigation, he expressed willingness to re-sell, but at a higher amount, in view of the devaluation of the then current Japanese military notes. In this connection, defendant-appellant claims he should be handed Philippine currency instead of the Japanese notes deposited in court. He says the consideration he had given was Philippine currency, "genuine money", about one-half paid to the Bureau of Lands and other creditors of the estate of plaintiff's father, and the other half in the form of cash delivered to plaintiff.

It is hard to believe that defendant could have voluntarily parted with Philippine currency in 1943. Anyway, as the agreement says that redemption was to be made in "current currency", and the Japanese notes being the medium of exchange in January, 1943, and in January, 1944, defendant may not be heard to object to payment in Japanese military notes.

The contract is the law between the parties. Courts are not allowed to reform documentary agreements on the ground of failure to express the real Intention of the parties, unless proof of mutual mistake is clear and convincing.[2]

Wherefore, the appealed judgment will be affirmed, with costs against appellant.

Ozaeta, De Joya, Perfecto, and Hilado, JJ., concur.

[1] See Article 1285, C. C.

[2] See Tolentino v. Gonzales, 50 Phil. 558.

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