

RODRIGO COLOSO, PLAINTIFF AND APPELLEE, VS. DOMINGO DE JESUS, AS ADMINISTRATOR OF THE INTESTATE ESTATE OF THE DECEASED FLORENTINA N. VDA. DE JESUS, LILIA DE JESUSSEVILLA AND HER...*G.R. No. L-18824. September 30, 1963*

Ponente: LABRADOR, J.

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Appeal from a decision of the Court of First Instance of Manila, Hon. Magno Gatmaitan, presiding, sentencing the defendants-appellants to execute a deed of sale, in favor of plaintiff or his assigns, of a parcel of land covered by Transfer Certificate of Title Nos. 5702 and 5701, containing 315 hectares, more or less, located in Samal, Bataan, in favor of plaintiff-appellee Rodrigo Coloso or his assigns, upon payment of the sum of P60,000, in accordance with a contract of agreement Annex "A" appended to the complaint. The plaintiff-appellee had also appealed from that portion of the decision dismissing his complaint for damages. This appeal was the subject of our decision in Coloso vs. De Jesus, et al., G. R. No. L-16411, promulgated August 31, 1963.

On February 12, 1955, in the City of Manila, Florentina N. Vda. de Jesus entered into a contract with Rodrigo Coloso wherein she granted the latter the exclusive right to manage her 315 hectares of land in Samal, Bataan, for the purpose of introducing permanent improvements thereon, such as trees, irrigation system, annual crops, etc. at his own expense; further authorizing Coloso to manage the work on the land, appoint tenants and hire persons and enter into contracts of tenancy with them, etc. Under the contract Coloso was to share with Florentina Vda. de Jesus all the crops over the land. It was further agreed that Coloso should commence work and introduce improvements on the land within two years, and upon his failure to do so the contract will be without force and effect; and that Coloso should have the option to purchase the properties within a period of 10 years from the date of the contract, De Jesus agreeing to execute a deed of absolute sale of the properties upon the payment of the price agreed upon of ₱60,000 which Coloso might secure from any financing institution, etc. (Annex "A" attached to complaint.)

About a year after the contract was entered into, more specifically on November 28, 1956, claiming to be planting temporary crops or rice on the land subject of the contract, Coloso's tenants requested the President of the Philippines to purchase the land from the owner for the purpose of reselling it to them at cost. The letter was endorsed to the Land Tenure Administration and steps were taken by the latter to have the land assessed with a view to determining the price at which it could be purchased. The chairman of the committee formed for that purpose on October 10, 1957 approved a resolution recommending that the price of the property be raised from the assessed value of P120 per hectare to P700 per hectare "due to the various improvements introduced into the property, the construction of feeder roads leading to the property, etc." It so happened that the purchase was not effected although Coloso agreed to the price of P700 per hectare because the representative of the owner, Lilia de Jesus Sevilla, demanded a price of P2,000 per hectare. And upon the failure of the negotiation for the purchase of the land Coloso brought an action demanding damages for the failure of the, plan to have the land purchased by

the Land Tenure Administration. The lower Court dismissed the action for damages for which reason Coloso appealed. We affirmed the decision dismissing the action for damages in G. R. No. L-16411, *supra*.

The present appeal is prosecuted by the administratrix of Florentina N. Vda. de Jesus and her heirs against that part of the decision ordering them to execute a deed of sale of the property in favor of plaintiff-appellee Coloso, upon payment by the latter of the agreed price of P60,000. In their appeal defendants-appellants question the finding of the court below to the effect that Coloso had made improvements consisting of the clearing of the lands, had introduced an irrigation system, etc. Very little need be said to disprove the defendants-appellants' contention in this respect. The petition of the share croppers of the land who had made kaingin thereon after planting palay, wherein they declare that they had planted temporary crops on the land, is evidence that the land had been cleared in such a way as to permit the planting of palay crops. Planting of such crops could have been impossible unless the trees were cleared away because the land was originally a wooded area. The resolution of the committee appointed by the Land Tenure Administration to assess the property to the effect that the price to be offered be increased to P700 per hectare "due to various improvements introduced into the property," also corroborates the finding of the court below that the plaintiff had introduced improvements on the property. Furthermore, Coloso, testified that he had spent not less than P20,000 in clearing the land, and opening an irrigation system leading to the land. It was further demonstrated that the witness who testified for defendants that no improvements were made on the land had no opportunity to see how the land was because he did not go there at the time when the improvements were already made, and did not go around the properties, which was necessary in order to find out if improvements were made thereon. We, therefore, find that the ruling of the court below that Coloso complied with his obligation to introduce improvements on the land was fully justified.

In the second assignment of error of defendants-appellants it is argued that the plaintiff-appellee did not perfect his rights under the contract Exhibit "B" because he failed in the following respects: to introduce improvements, to consult with the owner concerning the management of the land, to render an accounting on the crops, to introduce the improvements within two years, and to pay P20,000. We find no merit in this argument. The facts found by the trial court which, we have set forth above, show that the plaintiff-appellee had substantially complied with his obligation to clear the land and make improvements thereon. As to the payment of P60,000, the decision orders conveyance of the property only upon payments of said sum of P60,000. There cannot be any objection, therefore, to the decision appealed from.

The last assignment of error is a result of the previous ones and need not be considered.

Wherefore, the decision appealed from should be, as it is hereby, affirmed, with costs against defendants-appellants.

Bengzon, C. J., Padilla, Bautista Angelo, Concepcion, Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

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