

PIO SIAN MELLIZA, PETITIONER VS. CITY OF ILOILO, UNIVERSITY OF THE PHILIPPINES AND THE COURT OF APPEALS, RESPONDENTS.

G.R. No. L-24732. April 30, 1968

Ponente: BENGZON, J.P., J.

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BENGZON, J.P., J.:

Juliana Melliza during her lifetime owned, among other properties, three parcels of residential land in Iloilo City registered in her name under Original Certificate of Title No. 3462. Said parcels of land were known as Lots Nos. 2, 5 and 1214. The total area of Lot No. 1214 was 29,073 square meters.

On November 27, 1931 she donated to the then Municipality of Iloilo, 9,000 square meters of Lot 1214, to serve as site for the municipal hall.[1] The donation was however revoked by the parties for the reason that the area donated was found inadequate to meet the requirements of the development plan of the municipality, the so-called “Arellano Plan”.[2]

Subsequently, Lot No. 1214 was divided by Certeza Surveying Co., Inc. into Lots 1214-A and 1214-B. And still later, Lot 1214-B was further divided into Lots 1214-B-1, Lot 1214-B-2 and Lot 1214-B-3. As approved by the Bureau of Lands, Lot 1214-B-1, with 4,562 square meters, became known as Lot 1214-B; Lot 1214-B-2, with 6,653 square meters, was designated as Lot 1214-C; and Lot 1214-B-3, with 4,135 square meters, became Lot 1214-D.

On November 15, 1932 Juliana Melliza executed an instrument without any caption containing the following:

“Que en consideracion a la suma total de SEIS MIL CUATRO CIENTOS VEINTIDOS PESOS (P6,422.00), moneda filipina que por la presente declaro haber recibido a mi entera satisfaccion del Gobierno Municipal de Iloilo, cedo y traspaso en venta real y definitiva a dicho Gobierno Municipal de Iloilo los lotes y porciones de los mismos que a continuacion se especifican, a saber: el lote No. 5 en toda su extension; una porcion de 7669 metros cuadrados del lote No. 2, cuya porcion esta designada como sub-lotes Nos. 2-B y 2-C del piano de subdivision de dichos lotes preparado por la Certeza Surveying Co., Inc., y una porcion de 10,788 metros cuadrados del lote No. 1214 - cuya porcion esta designada como sub-lotes Nos. 1214-B-2 y 1214-B-3 del mismo piano de subdivision.

“Asimismo hago constar que la cesion y traspaso que arriba se mencionan es de venta definitiva, y que para la mejor identificacion de los lotes y porciones de los mismos que son objeto de la presente, hago constar que dichos lotes y porciones son los que necesita el Gobierno Municipal de Iloilo para la construccion de avenidas, parques y City Hall site del Municipal Government Center de Iloilo, segun el plano Arellano.”

On January 14, 1938 Juliana Melliza sold her remaining interest in Lot 1214 to Remedios Sian Villanueva who thereafter obtained her own registered title thereto, under Transfer Certificate of Title No. 18178. Remedios in turn on November 4, 1946 transferred her rights to said portion of land to Pio Sian Melliza, who obtained Transfer Certificate of Title No. 2492 thereover in his name. Annotated at the back of Pio Sian Melliza’s title certificate was the following:

“ . . . (a) that a portion of 10,788 square meters of Lot 1214 now designated as Lots Nos. 1412-B-2 and 1214-B-3 of the subdivision plan belongs to the Municipality of Iloilo as per instrument dated November 15, 1932. . . .”

On August 24, 1949 the City of Iloilo, which succeeded to the Municipality of Iloilo, donated the city hall site together with the building thereon, to the University of the Philippines (Iloilo branch). The site donated consisted of Lots Nos. 1214-B, 1214-C and 1214-D, with a total area of 15,350 square meters, more or less.

Sometime in 1952, the University of the Philippines enclosed the site donated with a wire fence. Pio Sian Melliza thereupon made representations, thru his lawyer, with the city authorities for payment of the value of the lot (Lot 1214-B). No recovery was obtained, because as alleged by plaintiff, the City did not have funds (p. 9, Appellant's Brief).

The University of the Philippines, meanwhile, obtained Transfer Certificate of Title No. 7152 covering the three lots, Nos. 1214-B, 1214-C and 1214-D.

On December 10, 1955 Pio Sian Melliza filed an action in the Court of First Instance of Iloilo against Iloilo City and the University of the Philippines for recovery of Lot 1214-B or of its value.

The defendants answered, contending that Lot 1214-B was included in the public instrument executed by Juliana Melliza in favor of Iloilo municipality in 1932. After stipulation of facts and trial, the Court of First Instance rendered its decision on August 15, 1957, dismissing the complaint. Said court ruled that the instrument executed by Juliana Melliza in favor of Iloilo municipality included in the conveyance Lot 1214-B. In support of this conclusion, it referred to the portion of the instrument stating:

“Asimismo hago constar que la cesion y traspaso que arriba se mencionan es de venta definitiva, y que para la mejor identificacion de los lotes y porciones de los mismos que son objeto de la presente, hago constar que dichos lotes y porciones son los que necesita el Gobierno Municipal de Iloilo para la construccion de avenidas, parques y City Hall site del Municipal Government Center de Iloilo, segun el plano Arellano.”

and ruled that this meant that Juliana Melliza not only sold Lots 1214-C and 1214-D but also such other portions or lots as were necessary for the municipal hall site, such as Lot 1214-B. And thus it held that Iloilo City had the right to donate Lot 1214-B to the U.P.

Pio Sian Melliza appealed to the Court of Appeals. In its decision on May 19, 1965, the Court of Appeals affirmed the interpretation of the Court of First Instance that the portion of Lot 1214 sold by Juliana Melliza was not limited to the 10,788 square meters specifically mentioned but included whatever was needed for the construction of avenues, parks and the city hall site. Nonetheless, it ordered the remand of the case for reception of evidence to determine the area actually taken by Iloilo City for the construction of avenues, parks and for city hall site.

The present appeal therefrom was then taken to Us by Pio Sian Melliza. Appellant maintains that the public instrument is clear that only Lots Nos. 1214-C and 1214-D with a total area of 10,788 square meters were the portions of Lot 1214 included in the sale; that the purpose of the second paragraph, relied upon for a contrary interpretation, was only to better identify the lots sold and none other; and that to follow the interpretation accorded the deed of sale by the Court of Appeals and the Court of First Instance would render the contract invalid because the law requires as an essential element of sale, a “determinate” object (Art. 1445, now 1448, Civil Code).

Appellees, on the other hand, contend that the present appeal improperly raises only questions of fact. And, further, they argue that the parties to the document in question really intended to include Lot 1214-B therein as

shown by the silence of the vendor after Iloilo City exercised ownership thereover; that not to include it would have been absurd, because said lot is contiguous to the others admittedly included in the conveyance, lying directly in front of the city hall, separating that building from Lots 1214-C and 1214-D, which were included therein. And finally, appellees argue that the sale's object was determinate, because it could be ascertained, at the time of the execution of the contract, what lots were needed by Iloilo municipality for avenues, parks and city hall site "according to the Arellano Plan", since the Arellano plan was then already in existence.

The appeal before Us calls for the interpretation of the public instrument dated November 15, 1932. And interpretation of such contract involves a question of law, since the contract is in the nature of law as between the parties and their successors in interest.

At the outset, it is well to mark that the issue is whether or not the conveyance by Juliana Melliza to Iloilo municipality included that portion of Lot 1214 known as Lot 1214-B. If not, then the same was included, in the instrument subsequently executed by Juliana Melliza of her remaining interest in Lot 1214 to Remedios Sian Villanueva, who in turn sold what she thereunder had acquired, to Pio Sian Melliza. It should be stressed, also that the sale to Remedios Sian Villanueva — from which Pio Sian Melliza derived title — did not specifically designate Lot 1214-B, but only such portions of Lot 1214 as were not included in the previous sale to Iloilo municipality (Stipulation of Facts, par. 5, Record on Appeal, p. 23). And thus, if said Lot 1214-B had been included in the prior conveyance to Iloilo municipality, then it was excluded from the sale to Remedios Sian Villanueva and later, to Pio Sian Melliza.

The point at issue here is then the true intention of the parties as to the object of the public instrument Exhibit "D". Said issue revolves on the paragraph of the public instrument aforequoted and its purpose, i.e., whether it was intended merely to further describe the lots already specifically mentioned, or whether it was intended to cover other lots not yet specifically mentioned.

First of all, there is no question that the paramount intention of the parties was to provide Iloilo municipality with lots sufficient or adequate in area for the construction of the Iloilo City hall site, with its avenues and parks. For this matter, a previous donation for this purpose between the same parties was revoked by them, because of inadequacy of the area of the lot donated.

Secondly, reading the public instrument in toto with special reference to the paragraphs describing the lots included in the sale, shows that said instrument describes four parcels of land by their lot numbers and area; and then it goes on to further describe, not only those lots already mentioned, but the lots object of the sale, by stating that said lots are the ones needed for the construction of the city hall site, avenues and parks according to the Arellano plan. If the parties intended merely to cover the specified lots - Lots 2, 5, 1214-C and 1214-D, there would scarcely have been any need for the next paragraph, since these lots are already plainly and very clearly described by their respective lot number and areas. Said next paragraph does not really add to the clear description that was already given to them in the previous one.

It is therefore the more reasonable interpretation to view it as describing those other portions of land contiguous to the lots aforementioned that, by reference to the Arellano plan, will be found needed for the purpose at hand, the construction of the city hall site.

Appellant however challenges this view on the ground that the description of said other lots in the aforequoted second paragraph of the public instrument would thereby be legally insufficient, because the object would allegedly not be determinate as required by law.

Such contention fails on several counts. The requirement of the law that a sale must have for its object a

determinate thing, is fulfilled as long as, at the time the contract is entered into, the object of the sale is capable of being made determinate without the necessity of a new or further agreement between the parties (Art. 1273, old Civil Code; Art. 1460, New Civil Code). The specific mention of some of the lots plus the statement that the lots object of the sale are the ones needed for city hall site; avenues and parks, according to the Arellano plan, sufficiently provides a basis, as of the time of the execution of the contract, for rendering determinate said lots without the need of a new and further agreement of the parties.

The Arellano plan was in existence as early as 1928. As stated, the previous donation of land for city hall site on November 27, 1931 was revoked on March 6, 1932 for being inadequate in area under said Arellano plan. Appellant claims that although said plan existed, its metes and bounds were not fixed until 1935, and thus it could not be a basis for determining the lots sold on November 15, 1932. Appellant however fails to consider that the area needed under that plan for city hall site was then already known; that the specific mention of some of the lots covered by the sale in effect fixed the corresponding location of the city hall site under the plan; that, therefore, considering the said lots specifically mentioned in the public instrument Exhibit "D", and the projected city hall site, with its area, as then shown in the Arellano plan (Exhibit 2), it could be determined which, and how much of the portions of land contiguous to those specifically named, were needed for the construction of the city hall site.

And, moreover, there is no question either that Lot 1214-B is contiguous to Lots 1214-C and 1214-D, admittedly covered by the public instrument. It is stipulated that, after execution of the contract Exhibit "D", the Municipality of Iloilo possessed it together with the other lots sold. It sits practically in the heart of the city hall site. Furthermore, Pio Sian Melliza, from the stipulation of facts, was the notary public of the public instrument. As such, he was aware of its terms. Said instrument was also registered with the Register of Deeds and such registration was annotated at the back of the corresponding title certificate of Juliana Melliza. From these stipulated facts, it can be inferred that Pio Sian Melliza knew of the aforesaid terms of the instrument or is chargeable with knowledge of them; that knowing so, he should have examined the Arellano plan in relation to the public instrument Exhibit "D"; that furthermore, he should have taken notice of the possession first by the Municipality of Iloilo, then by the City of Iloilo and later by the University of the Philippines of Lot 1214-B as part of the city hall site conveyed under that public instrument, and raised proper objections thereto if it was his position that the same was not included in the same. The fact remains that, instead, for twenty long years, Pio Sian Melliza and his predecessors-in-interest, did not object to said possession, nor exercise any act of possession over Lot 1214-B. Applying, therefore, principles of civil law, as well as laches, estoppel, and equity, said lot must necessarily be deemed included in the conveyance in favor of Iloilo municipality, now Iloilo City.

WHEREFORE, the decision appealed from is affirmed insofar as it affirms that of the Court of First Instance, and the complaint in this case is dismissed. No costs. SO ORDERED.

Reyes, J.B.L., (Acting C.J.), Dizon, Makalintal, Zaldivar, Sanchez, Ruiz Castro, Angeles, and Fernando, JJ., concur.

Judgment affirmed.

[1] See Exhibit A - Donation.

[2] See Exhibit B - Cancellation.

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