

J. ANTONIO ARANETA, COMO ADMINISTRADOR DE LA TESTAMENTARIA DE LA FINADA ANGELA S. TUASON, DEMANDANTE Y APELADO, CONTRA RURAL PROGRESS ADMINISTRATION, DEMANDADA Y APELANTE.

G.R. No. L-3645. October 08, 1952

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PABLO, M.:

En el 5 de noviembre de 1947 la Rural Progress Administration, por medio de su administrador Don Faustino Aguilar, envió a Da. Angela S. Tuason una carta concebida en los siguientes términos:

"Pursuant to the policy of the Government, this Office has now under preparation the papers for the institution of expropriation proceedings of several estates in Manila, among them that bounded by P. Sanchez, V. Mapa, and Sta. Mesa Streets and the San Juan River, and owned by you. Before filing court action, however, we deem it advisable to ascertain first from your goodself whether you agree to sell said estate extra judicially. Needless to say, a mutual agreement between you and the Government on this matter will obviate protracted litigation to the benefit of both parties.

"We, therefore, request you to inform this Office within a period of time ending November 15, 1947, whether you are conformable to sell the property in question and to enter immediately into negotiations with the Government.

"With our utmost appreciation for your early reply, we remain," (Exh. "A" y "I").

Después de varias correspondencias que no son muy indispensables para el relato del curso de las negociaciones, en 28 de abril de 1948 el Administrador de la Rural Progress Administration envió al demandante una carta del tenor siguiente:

"This is to inform you that the Board of Directors of the Rural Progress Administration decided on the 15th instant to acquire certain portion of the lands owned by the late Mrs. Angela S. Tuason in Sta. Mesa at P7.00 per square meter. If this price is agreeable to you, we will immediately negotiate with the Rehabilitation Finance Corporation for a loan to cover the purchase price of said lands.

"The favor of your reply will be appreciated," (Exhs. "G" y 5)

La resolución a que hace referencia la carta anterior es del tenor siguiente:

"RESOLVED, That the petition of the occupants of the Bacood Subdivision and that of those of the Sta. Mesa loop for the acquisition of the lands occupied by them be, as the same are hereby, approved if there be available funds for the purpose." (Exhs. "I" y "1")

Don J. Antonio Araneta fue nombrado administrador de la Testamentaria de la finada Angela S. Tuason (Sp. Proc. No. 585, Juzgado de Primera Instancia de la Provincia de Rizal) y en tal concepto envió al Administrador de la Rural Progress Administration la siguiente contestación:

"I acknowledge receipt of your letter of April 28th advising me that the Board of Directors of the Rural Progress Administration decided on April 15th to acquire certain portion of the lands owned by the late Mrs. Angela S. Tuason in Sta. Mesa at seven pesos (P7.00) per square meter. In reply to your letter I beg to state the following:

"I will be willing to recommend to the Court of First Instance and ask the approval of the same to sell to the Rural Progress Administration, at seven pesos (P7.00) per square meter part of the land of the late Mrs. Angela S. Tuason situated on Lot No. 19C under the conditions subject matter of the various conversations between Mr. Aguilar and the undersigned which are the following:

"1. That the area to be purchased will not be more than seven (7) hectares and will not include property subjectmatter of written contracts of lease which will expire in 1953.

"2. That the seven (7) hectares will be segregated and part of which will be facing Sta. Mesa Street. The definite portion will be subject of further conversation with your Mr. Aguilar.

"3. That all squatters and tenants who have no written contracts will be moved to the said segregated portion of seven (7) hectares.

"4. That the estate of Angela S. Tuason does not waive its right to collect rent in arrears from the tenants and squatters.

"5. That if the sale is carried out, it is understood that the Rural Progress Administration will not in the future entertain further petitions from tenants or squatters on said Lot 19C as the idea of selling the seven (7) hectares to the Rural Progress is to accommodate all the tenants and squatters." (Exh."H")

En 20 de mayo de 1948 el Administrador de la Rural Progress Administration envio al demandante una carta del tenor siguiente:

"In connection with the proposed loan of P500,000 which this Administration is negotiating with the Rehabilitation Finance Corporation with which to defray the acquisition of a portion of 7 hectares of the land of the late Angela S. Tuason located in Sta. Mesa, Manila, under your administration, and desired by the occupants thereof, we wish to inform that the RFC desires, among other things, to be furnished with a location plan of the land. We are enclosing a sketch plan of the proposed subdivision layout of the land with indication in red lines of the portion of 7 hectares occupied and desired by the tenants. We request that, if there be no objection to the portions indicated in the sketch plan, the same be returned to us with your assent thereto, so that we could furnish the information desired by the Rehabilitation Finance Corporation." (Exhs. "I" y 8)

y en contestation, el demandante envio el piano de subdivision Exhibit "J-1" juntamente con una carta del tenor siguiente:

"In reply to your letter of May 20th enclosing a subdivision plan of the proposed subdivision layout of the seven (7) hectares of land of the late Angela S. Tuason, I beg to advise you that the area that I am agreeable to be segregated to which all the houses of the tenants and squatters will be moved has been traced by me in blue pencil and duly signed. It is understood that the section traced in blue pencil is approximately seven (7) hectares, but should it be more or less, corresponding adjustments will be made." (Exh. "J")

Con el fin de averiguar definitivamente si el gobierno iba a comprar el terreno, en 11 de noviembre de 1948 el demandante envio al Administrador de la Rural Progress Administration la siguiente carta :

"Under date of May 24, 1948, I replied to your letter of May 20th advising you that the area that I was agreeable to be segregated to which all the houses of the tenants and squatters would be moved was traced by me in blue pencil in the sketch plan you submitted to me. At that date, you advised me that you were soliciting a loan of P500,000 for the purchase of the seven (7) hectares which I was willing to sell to your company.

Since then I have not been advised whether the purchase of the seven (7) hectares of land will be effected by your company or not.

"I kindly request you, therefore, to kindly reply to me in writing advising me whether the Government will purchase the said seven (7) hectares of land as agreed upon by us or not, as there are still many tenants who refuse to pay their rents on the ground that the Government will purchase said property.

"In awaitance of your reply, I remain" (Exh. "K") y el Administrador de la Rural Progress Administration did la siguiente contestacion:

"Referring to your letter of the 11th instant requesting¹ advice in writing whether the Government will purchase the seven (7) hectares of land which are portions of the property of the late Mrs. Angela S Tuason, located in Sta. Mesa, Manila, please be informed that the board of directors of this administration has approved on April 15, 1948 the acquisition thereof at the price of P7.00 a square meter. On April 28, 1948, upon your previous conformity to this price, we filed an application for a loan for P500,000 with the Rehabilitation Finance Corporation, with which money we expect to pay for the seven (7) hectares.

"Our latest information regarding our application for the loan aforementioned is that the RFC is without funds for this purpose at present, but that upon the opening of the Central Bank, which is already approved by the Government and its opening awaiting only the arrival of the proposed chairman of its board of governors who is on his way from abroad, it expects to obtain the necessary funds.

"The Board of Directors of this Administration has not revoked or modified its resolution approved on April 15, 1948 regarding the acquisition of the seven (7) hectares of land hereinabove mentioned, nor withdrawn the application for loan for P500,000 with the RFC to cover the agreed purchase price thereof." (Exhs. "L" y 10.)

En 22 de marzo de 1949 el demandante envio al Administrador de la Rural Progress Administration el siguiente ultimatum :

"I acknowledge receipt of your letter of January 20th where, among other things, you reiterate your advice that under date of April 15, 1948 the Board of Directors of your Administration approved the acquisition of the seven hectares of the landed estate of the deceased Angela S. Tuason for the price of P7 per square meter. Since the date of the approval by the Board of Directors of your Administration of the resolution mentioned above, I have been in a position to make delivery of the seven hectares of land to your company.

"I regret to state that I am not in a position to keep this matter pending and, therefore, request that the purchase price of the property in question be paid to me not later than the end of this month, or else, much to my regret, I will be compelled to bring an action for specific performance against your company.

"I remain" (Exh. "O")

El demandante, como administrador de la testamentaria de la finada Angela S. Tuason, actuando de acuerdo con su ultimatum, presento una demanda contra la Rural Progress Administration pidiendo el cumplimiento del contrato. Oidas las pruebas de ambas partes, el Juzgado de Primera Instancia de Manila dicto sentencia condenando a la demandada a pagar al demandante la suma de P490,000, que representa el valor de las siete (7) hectareas de terreno a razon de P7 el metro cuadrado, con su interes, de 6 por ciento a contar del 27 de abril de 1949 y, al recibir dicha suma, el demandante otorgara a favor de la demandada la correspondiente escritura de venta. Contra dicha decision apelo la demandada.

El demandante sostiene que se habia perfeccionado el convenio de venta entre las partes, diciendo en su alegato: "As between the parties, the contract was perfected on November 25, 1948 when Exhibit L was written, although subject to the condition—subsequently fulfilled—that authority to convey the land was to be obtained from the probate court."

Es obvio que ha habido un verdadero acuerdo entre el demandante y la demandada en cuanto al precio y la cosa; pero la venta no era ejecutoria inmediatamente porque estaba sujeta a la aprobacion judicial; la razon de esta condicion es que la finca objeto del contrato estaba en custodia legis; el administrador, que no es la verdadera parte interesada, no podia obrar independientemente del Juzgado, tenia que depender de la previa autorizacion o aprobacion de dicho juzgado; y las partes interesadas, que son los herederos, tienen derecho a ser oidas antes de que el juzgado pueda autorizar al administrador de la testamentaria a vender la propiedad, y, aunque no se haya dicho expresamente en el convenio la necesidad de la autorizacion judicial, se tenia por sobreentendida porque es condicion dispuesta por la ley que regula la venta de bienes de difuntos.

El Exhibit "L", que es la base de la demanda, dice, en parte, lo siguiente: "On April 28, 1948, upon your previous conformity to this price, we filed an application for a loan for P500,000 with the Rehabilitation Finance Corporation, with which money we expect to pay for the seven (7) hectares." Por esta clausula, el demandante debia saber muy bien que el dinero que se habia de pagar por el terreno tenia que venir de la Rehabilitation Finance Corporation. Esta expresa condicion no es nueva porque la demandada ya decia en su carta desde el 28 de abril de 1948 (Exhs. "G" y 5): "If this price is agreeable to you, we will immediately negotiate with the RFC for a loan to cover the purchase price of said lands"; y en los Exhibits "I" y 8 la demandada decia: "We wish to inform you that the RFC desires, among other things, it be furnished with the location plan * * *. We request that, if there be no objection to the portions indicated in the sketch plan, the same be returned to us with your assent thereto, so that we could furnish the information desired by the RFC." Se ofrecia a la RFC como garantia del prestamo el mismo terreno. El pago por la demandada se realizaria con el dinero que obtendria de la RFC; si la demandada no conseguia el prestamo, no podia realizar el pago, y no se le podia obligar, por tanto, a pagar inmediatamente como tampoco se podia obligar al demandante a otorgar la escritura de venta si no obtenia la autorizacion judicial. El contrato de venta habido entre las partes estaba sujeto a dos condiciones que eran indispensables para su realizacion: (a) la obtencion por el demandante de la autorizacion judicial; y (b) la obtencion por la demandada del prestamo de la Rehabilitation Finance Corporation. El prestamo de P500,000 no habia sido denegado aun; podia aun concederse; si la demandada no lo obtuvo hasta la fecha de la presentacion de la demanda, no era culpa suya o, por lo menos, no hay la menor insinuation de que no lo habia obtenido por su propia negligencia o abandono. No puede decirse que la demandada incurrio en mora porque no hay fecha fijada para el pago del precio; al contrario, dependia de la obtencion de la RFC del dinero, "with which money—como dice textualmente el contrato Exhibit "L"—we expect to pay for the seven hectares." No se puede exigir hoy que la demandada obtenga el dinero de cualquier otra fuente para pagar el terreno.

Si la demandada se hubiera conformado con comprar el terreno sin especificar la procedencia del dinero con que habia de pagar, entonces desde la fecha de la autorizacion judicial de la venta (12 de febrero de 1949) habria quedado perfeccionado el contrato y exigible su cumplimiento.

Puesto que el demandante funda su demanda en el contrato Exhibit "L", debe atenerse a sus precisos terminos: que se pague el terreno con el dinero que se obtenga de la Rehabilitation Finance Corporation, y como el demandante se conformo con dicho convenio, implicitamente consintio en que se realizara el pago en cuanto la demandada hubiese obtenido el prestamo. Todo contrato acordado bajo condicion suspensiva no surte efecto hasta el cumplimiento de la condicion.

Se revoca la decision apelada con las costas contra el demandante. Notifiquese de esta decision a la Oficina de Terrenos que es la que se encarga hoy de las funciones de la Rural Progress Administration (Orden Ejecutiva No. 376).

Paras, Pres., Bengzon, Padilla, Montemayor, Jugo, Bauista Angelo y Labrador MM., estan conformes.

Se revoca la sentencia.

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