DOROTEO DE LA CRUZ, JULIA ROBLES AND NARCISO ALIGADA, PLAINTIFFS AND APPELLEES, VS. RAFAEL L. RESURRECCION AND ALMEDA, FRANCISCO & CO., DEFENDANTS AND APPELLANTS.

G.R. No. L-9304. April 28, 1956

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/d333eb54483a/

BAUTISTA ANGELO, J.:

Plaintiffs instituted this action in the Court of First Instance of Masbate to recover a parcel of land sold under pacto de retro to defendants and to have the latter execute the necessary deed of resale after receiving from the clerk of court the money consigned by plaintiffs to cover the payment of redemption.

The main defense of defendants is that plaintiffs failed to comply with the requirements of the law to effect redemption within the period stipulated with the result that defendants irrevocably acquired the ownership of the land. They set up a counterclaim for damages resulting from the filing of the action.

After the parties had submitted a stipulation of facts without reserving the right to present additional evidence the court rendered judgment recognizing the right of plaintiffs to repurchase the land' and ordering defendants to execute a deed of resale in their favor and to receive from the clerk of court the amount of P1,350 deposited by plaintiffs for that purpose, less the damages due the plaintiffs at the rate of P67.50 per quarter from November 15,1951 until delivery of the property, deducting therefrom the sum of P19.25 as expenses incurred by defendants in connection with the execution of the original deed of sale, without pronouncement as to costs. Appeal having been taken to the Court of Appeals, the case certified to us on the ground that the questions involved are purely legal.

It appears that Doroteo de la Cruz and his wife Julia Robles sold on January 28, 1949 to defendants under pacto de retro a parcel of coconut land. The document was registered in the Office of the Register of Deeds. It was expressly agreed upon that the land may be redeemed within a period of three years from the date of the sale. On September 2, 1951, Doroteo de la Cruz went to the house of defendant Rafael L. Resurreccion to tell him that he wanted to redeem the land and, upon being asked if he had the money with him, De la Cruz answered in the negative. Thereupon, Resurreccion tried to dissuade him to redeem the land offering him a premium of P400, to Which De la Cruz replied that he would consult his wife., Thereafter, De la Cruz left promiasing to return later with his wife, but he never returned, and on October 17, 1951 he deposited with the clerk of court the sum of Pl,350 with the request that he notify defendants of the deposit. Then, on November 5, 1951, he and his wife instituted the present action. It further appears that sometimes after the execution of the deed of sale the spouses De la Cruz sold their rights over the land to one Narciso Aligada but of this transfer no advice was given to defendants.

The main issue to be determined hinges on whether plaintiffs can still redeem the land even if they made the offer to redeem within the period stipulated, considering that they had made the consignation not strictly in accordance with the requirements of the law. Defendants contend that plaintiffs have forfeited their right to redeem because,

while they made a deposit of the redemption money with the clerk of court, they however failed to give notice of their intention to deposit, and also because the deposit was not accompanied by proof of tender and the notice of consignation which the law requires. Plaintiffs on the other hand, contend that they had substantially complied with the ' requirements of the law regarding consignation, arid, even if they failed, the tender of payment they made had the effect of preserving their right to the redemption.

We find merit in plaintiffs' contention. It should be noted that Doroteo de la Cruz offered to redeem the land from defendants on September 2, 1951, much prior to the expiration of the period of redemption, and when defendants tried to dissuade him to redeem the land upon payment of a premium of F400, which De la Cruz interpreted as a refusal to allow the redemption, plaintiffs lost no time in depositing the repurchase money and instituted the present action to enforce their right. These steps are more than necessary in contemplation of law to preserve their right of redemption. Whether therefore all the requirements of the law to make a valid consignation were complied with or not, it would appear to be of no consequence, the important thing being that the tender of payment be made within the period stipulated.

The above conclusion finds support incur jurisprudence, Thus, in the case of Rosales vs. Reyes and Ordaveza, 25 Phil., 495, this Court said: "The further remarks of the Court to the effect that if the vendee refused to accept the amount of the price when offered it must be placed on deposit in order to prevent title vesting absolutely in the vendee were purely obiter. Such a rule has never been adopted in this jurisdiction. On the contrary, the settled rule, as evidenced by the four decisions discussed above, is that a bona fide offer of the redemption price, where that is certain and fixed, is sufficient to preserve the vendor's right of action in case where the offer is refused." (Italics supplied.) Again, in the case of Canute vs. Mariano, 37 Phil., 840, this doctrine was reiterated thus: "The contention that the plaintiff lost her right to redeem because she failed to make judicial deposit of the purchase price.when the defendant declined to receive it, is not entitled to serious consideration in view of the repeated decisions of this Court to the contrary collated and discussed in the case of Rosales vs. Reyes and Ordaveza (25 Phil., 495). In that case and in the cases cited, therein we declared that the settled rule in this jurisdiction is that a bona fide offer or tender of the price: agreed upon for the repurchase is sufficient to preserve the rights of the party making it, without the necessity of making judicial deposit, if the offer or tender is refused." (Italics supplied) This is more so if an action is actually brought in court to enforce redemption for such action "tolls the term for the right of redemption" (Ong Chua vs. Carr, 53 Phil., 975).[1]

The contention, therefore, that plaintiffs have forfeited their right to redeem because they have failed to comply with the requirements of the law regarding consignation is of no moment, it appearing that plaintiffs not only made a tender of payment within the period stipulated but went to the extent of filing an action in court to protect their right. Such steps come within the purview. of the decisions above adverted to.

The contention of defendants that plaintiffs have lost their right to redeem because pending the period of redemption they sold the land to one Narciso Aligada is also untenable for it appears that the sale was made subject to the pacto de retro sale made by; the plaintiffs to defendants. In fact, it was therein stipulated that part of the purchase price would be applied to the redemption payment; Such a clause is in effect a recognition on the part of the vendee of the right of the plaintiffs to redeem the land within the period stipulated. In any event, this is a defense that can be set up by Aligada and not by defendants.

Wherefore, the decision appealed from, is affirmed, with costs against the appellants.

Paras, C. J., Bengzon, Montemayor, Reyes, A., Jugo, Concepcion, Reyes, J. B. L., and Endencia, JJ., concur.

---

[1]This action was filed within the period of redemption.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

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.