

QUINTIN B. DONES, PLAINTIFF-APPELLANT, V.S. DIRECTOR OF LANDS, ANTONIO BOBADILIA, VIRGINIA BOBADILLA AND NORBERTO BOBADILLA, DEFENDANT-APPELLEES.

G.R. No. L-9302. May 14, 1956

Ponente: REYES, A., J.

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REYES, A., J.:

This is an appeal from a decision of the Court of First Instance of Cavite to the Court of Appeals, which the latter court ins certified to us on tho ground that "all the questions raised by appellant are purely of law."

It appears that on July 1, 1910, the Government of the Philippine Islands, through tho Director of Lands, agreed to sell Lot No. 1899 of the Santa Cruz de Malabon Estate (Friar lands) in Tanza, Cavite, to Prudencio Nepomuceno under the terms and conditions stipulated in sale certificate No. 1400, among them that (1) the purchase price was to be paid in instalments, and (2) that "this certificate, and the rights hereunder under conferred, shall be transferred only after the written consent of the Director of Lands thereto shall have been first had and obtained. Prudencio Nepomuceno died before Jig could pay all the installments, and his rights and title to said lot were, with the approval of the Director of Lands, ceded to the deceased's only heir,. Marciana Nepomuceno, the cession being recorded in the Bureau of Lands on July 19, 1929.

On December 23, 1930, Marciana Nopomuceno and her husband Antonio Bobadilla obtained, a loan of P1,000 from Quintin B. Dones, which., in a notarial document signed by them on that day, they promised to pay in the month of April, 1936, with the stipulation that, in case of default, they would give in payment (ipinananagot naming ibayad) the. southern half of the lot above mentioned, it being further agreed that they would cede to Bones, free of charge, full possession and enjoyment of the said half from May, 1931, to April, 1937, give him in addition 15 cavans of palay after the 1931 harvest, and also continue 'paying the instalments due the Government on said lot. Apparently in conformity with this agreement, Dones in 1931 occupied the southern half of the lot. But this he did without the approval of the Director of Lands.

On November 22, 1932, Marciana Neporauceno died intestate, leaving as her heirs her husband Antonio Sobadilla and their children. She died without having? paid either the installments due the Bureau of Lands or the P1,000 borrowed by her and her husband from Danes, For delinquency in the payment of said instalments, the Government, on October 21, 1940, cancelled the certificate of sale in her favor, the cancellation carrying with it the forfeiture of all payments already made, which amounted to P1,193-41, and all improvements on the land.

But before the land could be disposed of by the Government, Marclana's heirs, on January 15, 1944, that is, during the Japanese occupation, applied for the reinstatement of the sales contract in her favor and two months later paid to the Bureau of Lands the balance of the purchase price. This was as author! zed in section 5 of Executive Order No. 13 8, as amended, of the Philippine Executive Commission, which reads:

“SEC. 5.- For the purpose hereof, x x s any cancelled sales contract which covers a tract of land that has not yet been disposed of may be reinstated for the purpose of issuing a deed of conveyance therefor after the

necessary revaluation has been made and upon payment of the purchase price thereof: Provided, That when an expired contract is modified and extended or when a contract that has already been cancelled is reinstated, the land to be conveyed shall not exceed ten (10) hectares, x x x”

On February 27, 1944, Quint in B, Dones, on his part, filed with the Bureau of Lands his own application for the purchase of the some lot, and the Director of Lands, on January 31, 1950, approved the application and ordered the sale of the lot to him. But on a motion for reconsideration, the Director of Lands, in an order anted June 12, 1950, which was approved by the Secretary of Agriculture and Natural Resources, set aside the decision in favor of Dones and recognized the right of Marciana's heirs to a final conveyance under the Executive Order aforementioned. The dispositive part of the order says:

"For all the foregoing considerations, the order issued by this Office on January 31, 1950 recognizing Quint in Dones as the actual and bona fide occupant of Lot No. 1899 is hereby set aside. The legal heirs of Marciana Nepomuceno, having established that they had already perfected their right to a final conveyance to them of the said lot under section 5 of Executive Order No. 138, as amended, are entitled to the benefits granted under the said executive order. Steps should now be taken toward the reinstatement of the corresponding sales certificate and the issuance of the necessary deed of sale in favor of the said legal heirs, x x x.

This last order was affirmed on a motion for reconsideration but with the qualification that it was to be —

“x x x without prejudice to any right which Quintin Dones may have against the said heirs for the recovery of the amount of P1,000.00 which appears to have been borrowed by their (heirs') predecessor in interest, the late Marciana Nepomuceno, and has not yet been paid up to the present.”

Not satisfied with the above order, even as thus qualified, Dones on December 26, 1950, filed the present action in the Court of First Instance of Cavite against the Director of Lands and the heirs of Marciana Nepomuceno to have the order for the conveyance of the lot to the said heirs annulled and set aside and to have the lot, or at least half of it, deeded over to plaintiff. Contesting the action, the Director and the heirs filed their respective answers, with the heirs setting up a counterclaim for the value of the products harvested by Dones from the northern half of the lot allegedly usurped by him through force and intimidation.

After trial, the court found (1) that the southern half of the lot was delivered to Dones by Marciana Nepomuceno and her husband as security for a loan of P1,000 but that the mortgage and, in particular, the cession of said half in payment for said loan was illegal and without effect, being a violation of section 15 of Act No. 1120 and forbidden by the terms of Marciana's sales contract with the Government; (2) that Dones obtained possession of the northern half of the lot with the aid of armed men and cultivated the same and appropriated the products thereof without sharing them with the heirs; and (3) that the heirs had already perfected their right to the repurchase of the lot from the Government in accordance with the executive order already mentioned so that the order of the Director of Lands for the final conveyance of the said lot to the heirs was valid and legal. The court, therefore, rendered judgment as follows:

“POR TODO EXPUESTO, se dicta sentencia (a) sobreseyendo la demanda con las costas al demandante; (b) ordenando al demandante a que entregue a los herederos de Marciana Nepomuceno la parte Norte del Lote No. 1899 y a entregarles, además sesenta cavanes de palay como renta correspondiente a los años agrícolas de 1950-1951 y 1951-1952, y, en su defecto, el valor de los sesenta cavanes de palay, que asciende a QUINCE PESOS (P15.00) el cavan; y (c) ordenando al demandante a devolver a los hijos de Marciana Nepomuceno la parte Sur del Lote No. 1899 en la misma fecha en que los referidos herederos de Marciana Nepomuceno entreguen o paguen al demandante la suma de MIL PESOS (P1,000.00), que deberá hacerse dentro de un año desde que quede firme y ejecutoria la decisión en la presente causa.”

Only plaintiff has appealed from the above judgment, and the vital question appears to be whether the Director of

Lands acted legally in ordering the resale of the lot to the defendant heirs. The appeal is made to rest on the contention that the order for the conveyance of the whole lot to the heirs is void, and the appellant's right to at least one-half of the lot should have been recognized. We find no merit in this contention.

The record is clear that the heirs complied with the requirements of section 5 of Executive Order No. 136, as amended, of the Philippine Executive Commission for the reinstatement of the cancelled sale in favor of their predecessor-in-interest. That section, as may be noted, provides that any such cancelled sale which covers a tract of land that has not yet been disposed of may be reinstated for the purpose of issuing a deed of conveyance therefor after the necessary revaluation has been made and upon payment of the purchase price, provided the land does not exceed 10 hectares. Now, the lot in question does not exceed that area, being in fact 6.1995 hectares only, and it is not disputed that when the heirs applied for the reinstatement of the sale the land had not yet been disposed of by the Government. It is also on record that following their application for reinstatement, the heirs, with the revaluation waived, paid the balance of the purchase price and were issued an official receipt therefor. With the requirements of the executive order for the reinstatement of the sales contract already fulfilled, the Director of Lands was right in holding that the heirs had perfected their right to the conveyance of the lot in their favor.

The contention that the executive order in question was null and void as beyond the authority of the Philippine Executive Commission to promulgate is already answered in the decision of this Court in the case of *Argueta et al. vs. Corcuera et al.*, G. R. L-3537, May 21, 1951, which upholds the validity of said executive order. And while it is true that the order for the execution of the deed of conveyance was not handed down until 1950, the fact must not be overlooked that the grantee's right to said conveyance accrued during the Japanese occupation after compliance on their part of all legal requirements. The 1950 order was in reality nothing more than a confirmation of a right long before acquired, which the Government could not under any principle of equity and fair dealing refuse to recognize. That right did not lapse with the alleged abrogation of the execution order upon the cessation of the Japanese regime. For "when a right has arisen upon a contract or transaction in the nature of a contract, authorized by statute, and has been so far perfected that nothing remains to be done by the party asserting it, it has become vested and the repeal of the statute does not effect it or an action for its enforcement." (11 Am. Jur. 1199, citing *Pacific Mail S. S. Co. v. Joliffe*, 2 Wall. (U.S.) 450 17 L. ed. 95.) And "a right once vested does not require for its preservation the continued existence of the power by which it was acquired." (Ibid., 1200, footnote 20, citing *Chirac v. Chirac*, 2 Wheat. (U.S.) 259, 4 L. ed. 234.).

Any claim to preference in favor of appellant based on the pretension that, under a stipulation contained in the document executed by Marciana Nopomuceno and their husband in connection with the loan, ownership of one-half of the lot given as security passed to him (appellant) upon failure of the spouses to pay the loan at maturity, cannot prosper. Actually the stipulation referred to did not provide for an automatic cession of the security upon default. It was nothing more than a promise to cede. In any event, even considering it as an automatic cession, it would not be binding on the Government: view of Section 15 of Act 1120, which provides:

"SEC 15. The Government hereby reserves the title each and every parcel of land sold under the provisions of this Act until the full payment of all installments of purchase money and interest by the purchaser has been made, and any sale or incumbrance made by him shall be invalid as against the Government of the Philippines Islands and shall be in all respects subordinate to its prior claim."

The decision gives appellant the right to retain the land until the debt of P1,000 is paid by the appellees. There being no complaint against this part of the judgment, we find no reason for disturbing it. And the same may be said as to that part of the judgment which orders the payment of rents for plaintiff's occupation of the northern half of the lot.

Wherefore, the judgment below is affirmed, with costs,

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

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