

FLORIDA LAGMAY AND ESTEBAN MADRUÑO, PLAINTIFFS AND APPELLANTS, VS. EMERENCIANA QUNIT, VICENTE GUNDRAN, MARCELA GUNDRAN AND CIPRIANA GUNDRAN, DEFENDANTS AND APPELLEES.

G. R. No. 10902. January 31, 1958

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

On October 12, 1929, Patricio Basto, now deceased, registered owner of an undivided one-half portion of the land described in Original Certificate of Title No. 25620, sold said property to the spouses of Emerenciana Qunit and Teodoro Gundran for the sum of P280 redeemable within ten years (Exh. "A"). The redemption period expired without Basto exercising his right of repurchase.

Sometime in July, 1948, plaintiffs Florida Lagmay and Esteban Madruño filed the present action (Civil Case No. 10330) against defendant Emerenciana Qunit (since widowed) and her children, claiming that they had bought from Qunit in 1943, for the amount of P450, the same land that Qunit and her deceased husband had acquired from Patricio Basto under the deed Exh. "A", as evidenced by the writing in the Ilocano dialect appearing at the back of the last page of Exh. "A", and praying that Qunit be ordered to execute the formal deed of sale as well as to deliver possession of the land in question to them.

After trial, the court below found that the writing at the back of the last page of Exh. "A" was a subrogation of the rights of the vendor a retro Patricio Basto in favor of the plaintiffs spouses; that before the filing of the present case, Civil Case No. 9859 was filed by one Floserfida Basto (relative of Patricio Basto) against appellee Emerenciana Qunit, claiming ownership of the land in question as successor of Patricio Basto by virtue of a repurchase allegedly made by her relative Florida Lagmay and Esteban Madruno (herein plaintiffs-appellants) during the Japanese occupation by virtue of the writing at the back of Exh. "A"; that said Case No. 9859 was, however, amicably settled, with Basto receiving P350 from defendant Qunit and herein plaintiffs Lagmay and Madruño the amount of P450, in consideration for which both Basto and plaintiffs waived, in favor of Qunit, whatever rights they had acquired under the writing at the back of Exh. "A"; and rendered judgment holding that plaintiffs have no more right to the property in question and dismissing their complaint.

From the judgment of the trial court, plaintiffs appealed directly to this Court, assigning as sole error that the lower court erred in interpreting the writing in the Ilocano dialect at the back of Exh. "A" as a subrogation in their favor of the interests of Patricio Basto in the deed of sale con pacto de retro Exh. "A", instead of interpreting it as an absolute sale of the land in question by defendant-appellee Qunit to them.

We find no merit in the appeal. In the first place, the writing in question is in the Ilocano dialect and no translation thereof appears to have been presented in evidence. Admission of this writing was objected to by defendants on the ground that it was not in an official language, and the same was admitted conditionally, subject to plaintiffs'

presenting official translation thereof (t.s.n. pp. 12-13), which they never did. Consequently, said writing is not admissible in evidence (Sec. 57, Rule 123, Rules of Court).

In the second place, by limiting their appeal to the legal question of the correct interpretation of the writing in the Ilocano dialect at the back of Exh. "A", appellants are deemed to have admitted the trial court's findings that whatever rights they had acquired under said writing had been bought back from them by appellee Qunit for the sum of P450 incident to the settlement of the former case No. 9859 and that therefore, they have no more rights to the land in question. In view thereof, the question of the true nature and import of the contract noted in Exh. "A" has become moot and academic. The judgment appealed from is, therefore, affirmed, with costs against appellants Florida Lagmay and Esteban Madruño. So ordered.

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

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