

BELEN UY TAYAG, ET AL., PETITIONERS, VS. ROSARIO YUSECO, ET AL., AND HON. ANTONIO CANIZARES, ETC., RESPONDENTS.*G.R. No. 14043. April 16, 1959*

Ponente: MONTEMAYOR, J.

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This is a long drawn out litigation that has lasted many years; in its first phase, it has involved a long decision by the Court of Appeals and an eight-page decision of this Tribunal; and in its second phase, an eleven-page decision of the same Court of Appeals and a resolution of this Tribunal dismissing a petition for certiorari to review said last decision of the Court of Appeals. The third phase of the litigation is the present petition for mandamus to compel the lower court to approve the record on appeal filed by petitioners, wherein they tried to appeal the order of execution of the trial court to implement the last decision of the Court of Appeals.

For a clear and comprehensive statement of the first part of the history of this case, as well as the issues involved therein and the determination thereof, we can do no better than reproduce a pertinent portion of the well written second decision of the Court of Appeals, penned by Justice Felipe Natividad, based in part on our aforementioned decision in the first phase of the litigation:

"This case is once more before this Court on the appeal taken by the plaintiffs from an order of the Court of First Instance of Manila fixing the value of the two buildings involved therein at P50,000 and providing that the plaintiffs should pay that amount to the defendants if they desire to appropriate said buildings.

"The records disclose that prior to the year 1930 defendant Joaquin C. Yuseco, an attorney-at-law, had been rendering without compensation professional services to Maria Lim. To show her appreciation of such services, Maria Lim offered to Joaquin C. Yuseco and his wife, defendant Rosario Yuseco, for them to build a house thereon, Lots 11-A and 11-B, Block 2251, of the Hacienda de San Lazaro, registered in her name under Transfer Certificate of Title Nos. 36400 and 36401, Office of the Register of Deeds of the City of Manila. The Yusecos accepted the offer, and in the middle part of that year they built a dwelling house and an annex for garage and servant quarters on said lots. To legalize the possession of said lots by the Yusecos, Maria Lim and the Yusecos executed a contract of lease covering them, which was to run for a period of five years, with a yearly rental of P120.

"On November 29, 1945, a few days before her death, Maria Lim sold the two lots above referred to to her daughter, plaintiff Belen Uy Tayag, married to Jesus B. Tayag, for the sum of P4,000. In the year 1946, the Tayags asked the Yusecos to remove their house from the lots, or else pay to them a monthly rent of P120 therefor. The latter refused. Because of this attitude of the Yusecos, the Tayags brought against the latter in the Municipal Court of the city of Manila an action of ejection for the restitution of the lots to them and the recovery of a monthly rental of P500 from November 30, 1945, up to the date of the restitution. Judgment was rendered in that court in favor of the plaintiffs. The defendants appealed.

"The case was duly tried in the Court of First Instance of Manila. After such trial, that court rendered judgment adjudicating to the plaintiff Belen Uy Tayag the possession of the two lots involved in the action, with right to appropriate the two building is existing thereon upon payment to the defendants of their value, which it

assessed at the sum of P50,000, and providing that should the plaintiffs fail to pay this amount within 90 days after the decision shall have become final, the defendants shall have the right to purchase said lots for the sum of P10,000 to be paid within 90 days from the date the plaintiffs shall have failed to buy the buildings. From this judgment, the plaintiffs appealed.

"The Court of Appeals, finding that the defendants were possessors of the lots in good faith, affirmed the judgment of the Court of First Instance of Manila. Not satisfied with this judgment, the plaintiffs appealed therefrom by certiorari to the Supreme Court. The latter, after due hearing, rendered judgment, the dispositive part of which reads as follows:

"Affirming the decision of the Court of Appeals in so far as it finds and declares respondents to be possessors in good faith, let this case be remanded to the trial court for further proceedings, particularly to give an opportunity to plaintiffs-petitioners to exercise their choice and option; and for purpose of said choice and option the trial court will admit evidence and make a finding as to the amount of the useful expenditures or "the increase in value which the thing has acquired by reason thereof", under Art. 453 of the old Civil Code, to be refunded or paid by the petitioners should they choose to appropriate the buildings; "the value of the land" under Art. 361 of the same Code, to be paid by the defendants-respondents in case plaintiffs-petitioner elect to compel them to buy the land. No costs."

"Upon the case being remanded to the Court of First Instance, of Manila, the latter, in consonance with the Directive of the Supreme Court, issued on July 11, 1956, an order requiring the plaintiffs to make their choice in writing within 10 days whether they would purchase the buildings erected on the lots, or allow the defendants to buy said lots, and set the case for hearing on August 3, 1956, for the reception of the evidence of the parties regarding the value of said lots and buildings. Complying with this order, on July 20, 1956, the plaintiffs, through counsel, filed a manifestation stating that

"they are not willing to sell the lot involved in this case, but that they are willing to appropriate the building erected thereon if its valuation is as it should be and is properly and fairly determined pursuant to, and in accordance with the evidence and the law."

On August 3, 1956, when the case was called for hearing, the trial court, in open court, issued the following order:

'Considering that choice made by the plaintiffs, the Court is of the opinion that the next step now is to adduce evidence in connection with the value of the buildings erected on the land pursuant to the dispositive part of the decision of the Supreme Court. And the Court believes that under the circumstances since the defendants will be the sellers, they have the burden of proving the value of the buildings which belong to them, giving the plaintiffs opportunity to offer their own evidence as rebuttal. That is the ruling of the Court.'

The plaintiffs asked for a reconsideration of this order, and for the issuance of another allowing them to adduce evidence on the value of the buildings as well as the lots. This motion was denied.

"The case was finally heard in, the Court of First Instance of Manila on August 23 and 24, 1956. Evidence was presented in said hearings by the plaintiffs and the defendants. The evidence of the plaintiffs tends to show that the value of the two buildings erected on the lots in question cannot be more than P40,000. That of the defendants, on the other hand, establishes that the value of the chalet erected on the lots was from P45,000 to P50,000, and of the garage and dwelling house, from P5,000 to P6,000. Upon the evidence thus submitted, the trial court, in its order of August 28, 1956, fixed the reasonable value of the two buildings on the lots at P50,000, and ordered that that amount should be paid by the plaintiffs to the defendants if they desire to appropriate said buildings. This is the order appealed from.

"Appellants concede that the fact that the appellees were possessors in good faith of the lots in question is res judicata between the parties. They contend, however, first, that the trial court erred in limiting the reception of

the evidence to the value of the buildings erected on the lots in question, instead of admitting evidence on the value of both said lots and buildings; and, second, that the trial court erred in assessing at P50,000 the value of the two buildings on said lots.

"1. Appellants contend under the first proposition that the decision of the Supreme Court of October 24, 1955, affirming the finding of the Court of Appeals that the appellees were possessors of the lots in question in good faith and ordering the remand of the case to the court of origin, contemplates the reception of evidence as to the values of both said lots' and the buildings existing thereon irrespective of the choice and option the appellants may exercise in the premises, and, consequently, the trial court, in limiting the reception of evidence on the value of the buildings, failed to fully implement the instructions of the Supreme Court.

"We do not share appellants' view. The pertinent part of the decision of the Supreme Court of October 24, 1955, reads as follows:

" '* * * and for purposes of said choice and option the trial court will admit evidence and make a finding as to the amount of the useful expenditures or "the increase in value which the thing has acquired by reason . thereof", under Art. 453: of the old Civil Code, to be refunded or paid by the petitioners should they choose to appropriate the buildings; "the value of the land" under Art. 361 of the same Code, to be paid by the defendants-respondents in case plaintiffs-petitioners elect to compel them to buy the land.'

"It will be noted that the directive made in the above decision is in alternative. The clause having reference to the admission of evidence regarding the value of the buildings is separated by a semi-colon from the clause referring to the value of the lots on which said buildings are erected; and the first clause ends with the phrase 'to be refunded or paid to the petitioners should they choose to appropriate the buildings', while the second clause terminates with the phrase 'to be paid by the defendants respondents in case plaintiffs-petitioners elect to compel them to buy the land.' It would seem clear, therefore, from the language of the decision that evidence as to the value of said buildings should be admitted' only if the appellants choose to appropriate the buildings, and that, in case the appellants should elect to compel the appellees to buy the lots, then evidence concerning the value of said lots must be admitted. This, in our opinion, is the most sensible construction that could be given to the decision above referred to. Any other construction would bring about unnecessary confusion in the evidence, to say nothing of the valuable time of the Court that will necessarily be wasted. For, it stands to reason, that if the appellants chose not to sell the lots to the appellees and to appropriate the buildings, which cannot be ordered removed by the builders, the thing in order would be the reception of evidence having reference to the value of said buildings only. Evidence as to the value of the lots would be superfluous, impertinent and immaterial. This was what the trial court did. We, therefore, find the action of the trial court complained of in accordance with law." * * *

Under the second decision of the Court of Appeals, the value of the two buildings in question fixed by the trial court at P50,000 was reduced to P47,500. With that modification, the decision of the trial court was affirmed. As already stated, petitioners herein filed with us a petition for certiorari to review said decision of the Court of Appeals, but we dismissed said petition for lack of merit. In other words, we found said decision to be correct.

When said decision finally reached the trial court, the latter issued the corresponding writ of execution to collect from petitioners the sum of P47,500 for the buildings in litigation. Petitioners protested the writ of execution, claiming that it varied the terms of the final decision, and upon denial of their petition for reconsideration, tried to appeal therefrom by preparing the corresponding record on appeal. The trial court refused to approve the record on appeal, saying that the order for the writ of execution issued by it was fully in accordance with the terms of the decision. Hence, the present petition for mandamus to compel the trial court to elevate the case to us on appeal.

We are satisfied that the trial court' acted correctly in ordering the writ of execution to issue. The main contention of herein petitioners is that they still retain the right of option, that is to say, to make a choice of either buying the

house or compelling the owners thereof to buy the land; and that furthermore, even if they already had made that choice, nevertheless, they cannot be compelled to pay the price fixed by the courts for the purchase of the said houses, because of their inability to pay the said price. We find both arguments untenable. The question of whether petitioners had finally made their choice, namely, to buy the houses because they were unwilling to sell the land, was directly in issue before the Court of Appeals which definitely decided that petitioners had made their choice not to sell their land but to buy the houses built thereon. As we have already said, by our refusal to review said decision of the Court of Appeals, we agreed with the said court on its stand on this point; consequently, the trial court was fully warranted in limiting the presentation of evidence to the value of the said houses, not of the land.

As regards the alleged inability of petitioners to pay the value of the buildings finally fixed by the courts at P47,500, claimed by them to be a good reason for not compelling them to buy the buildings, we cannot sanction said theory. Otherwise, were that claim or contention to be sustained, and if petitioners were allowed to change their mind, repudiate their choice made in court not to sell the land but to buy the buildings, and then compel the owners of the houses, respondents herein, instead to buy land, then what if respondents also claimed inability to pay the price of the land, claiming that it is also a good and valid reason for not compelling them to make the purchase? How would this litigation end, if it ever would end?

We hold that once a party, in conformity with a court decision, has made his choice, and has duly informed the court of said choice, and is accordingly ordered to comply with the same by buying the building erected on his land and pay the value thereof fixed by the courts, that duty is converted into a money obligation which can be enforced by execution, regardless of the unwillingness and alleged inability of the party concerned to pay the amount. Here there is a final decision of the petitioners to buy the houses and pay the value thereof. If petitioners were ready, willing and able to pay the amount, there would be no need for execution. It is precisely because they are unwilling and allegedly unready and unable to pay the sum, that execution issues. That is part of the judicial machinery of due process in action, and we find nothing wrong in it.

As to the alleged absence in the order of execution for the houseowners to make the transfer of the houses to the petitioners, that is to be understood, that upon full payment of the price of the houses, the respondents herein will make and execute the corresponding deed of transfer.

In view of the foregoing, the petition for mandamus is hereby denied, with costs. The writ of preliminary injunction heretofore issued is hereby ordered dissolved.

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

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