

**VICENTE JIMENEZ, ET AL., PLAINTIFFS AND APPELLANTS, VS.
CARMELO S. CAMARA, ET AL., DEFENDANTS AND APPELLEES.***G.R. No. 14718. March 30, 1960*

Ponente: BARRERA, J.

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This is an appeal, certified to this Court by the Court of Appeals, from the order of the Court of First Instance of Negros Occidental (in Civil Case No. 3364), dismissing plaintiffs' complaint to compel defendant Carmelo S. Camara to execute the necessary deeds of conveyance of 17 parcels of land in favor of plaintiffs.

Plaintiffs Vicente Jimenez, Arturo Jimenez and Filomeno Jimenez, together with four others were originally the registered co-owners of 24 lots, situated in Isabela, Bago and La Carlota, Negros Occidental. All 24 lots were mortgaged to the Philippine National Bank. Due to the owners-mortgagors' failure to pay their indebtedness on time, the said bank foreclosed the mortgage and acquired the said properties in public auction, subject to redemption. The mortgagors renounced their right of redemption in favor of one Adriano Golez, who appointed Vicente Jimenez, one of herein plaintiffs, as his attorney-in-fact.

In order to redeem said properties from the Philippine National Bank, Adriano Golez and said Vicente Jimenez obtained the intervention and services of defendant Carmelo S. Camara, and on December 29, 1931, a document entitled "Escritura de Compromiso de Venta" (Annex A) was duly executed by said bank in favor of Camara, wherein the former promised to sell to the latter all its rights and interests in the mortgaged properties for the sum of P55,160.00. To give effectivity to said contract, the conformity of the judgment debtors was necessary; and this conformity was given, subject to the condition that defendant Camara should reconvey to Adriano Golez whatever rights and interests Camara may acquire from the Philippine National Bank over said properties.

Simultaneously with the execution of said contract (Annex A), the previous owners-mortgagors ceded and renounced all their rights, interests, and participations on the redemption of said properties in favor of Adriano Golez. On December 31, 1931, Golez, and his attorney-in-fact Vicente Jimenez, with the conformity of the previous owners-mortgagors executed a contract of lease known as "Escritura de Arrendamiento" (Annex B), in favor of defendant Camara over seven (7) of the 24 lots for a period of 8 agricultural years, with 2 years option, and ending with agricultural year 1941-1942. With the execution of the aforementioned contracts (Annexes A and B), the possession, control, use and enjoyment of the 7 leased lots comprising Haciendas Buenavista and Aurelia were delivered to Camara. The other properties (17 lots) situated in Bago and La Carlota remained in possession of plaintiffs.

By virtue of said contracts (Annexes A and B), Camara, on January 25, 1945, paid the entire obligation of the mortgaged properties to the Philippine National Bank, in the amount of P34,541.18 as the balance of said debt, plus interests. As a consequence of said payment (totalling P55,160.00), said bank, on January 3, 1946, executed a document of absolute sale known as "Escritura de Venta Definitiva" on all of the aforesaid properties in favor of Camara. Thereafter, Camara caused to be registered in his name all the said 24 lots in the Office of the Register of

Deeds, without notice to plaintiffs, notwithstanding his commitment under said contracts, Annexes A and B, to re-transfer and reconvey all said properties to Adriano Golez, or to his assigns, successors-in-interests and/or cessioners, the contract of lease (Annex B) having terminated on November 1, 1942.

Because of Camara's refusal to relinquish possession of the 7 lots comprising Haciendas Buenavista and Aurelia notwithstanding the expiration of the lease, a complaint was filed with the Court of First Instance of Negros Occidental on March 16, 1946, docketed in said court as Civil Case No. 306, entitled "Adriano Golez, plaintiff vs. Carmelo S. Camara, defendant." In this case, the true import of the lease contract as well as the resulting relationship between the parties, was put in issue. From the decision of the lower court in that case, plaintiff appealed to this Court (G. R. No. L-4460, Golez vs. Camara, 93 Phil., 1081), and on October 31, 1953, we promulgated a decision in which we said:

"From all the circumstances and equities of the case, we are led to the conclusion that the relation between the appellant and the appellee was in effect one whereby the appellee accommodated the appellant in the sense that he assumed the obligation of paying the price necessary to redeem the undivided portions of Haciendas Aurelia and Buenavista from the Philippine National Bank, under the terms hereinbefore already noted, namely, that P5,516.00 was the down payment and the balance was payable by annual installments of 1,000 piculs of sugar to the bank. The appellee, in return, was given by the appellant a leasehold over the latter's undivided portions of the two farms, in addition to the possession of the portions already acquired by the bank, with the right of course to receive and enjoy the produce thereof, after deducting only 1,000 piculs of sugar to be delivered to the bank yearly beginning with the crop year 1932-1933. No other rental was paid to the owners. Besides, the appellant admits his obligation to pay compound interest of twelve per cent on the sum of P5,516.00, representing the down payment made by the appellee to the bank and on other amounts paid upon account of the purchase price.

* * * * *

"There is now no question as to the right of the appellant to redeem the properties in question from the appellee, the latter not having appealed, and the only point that arises refers to the amount which the appellant has to pay. From the foregoing observations we are inclined to hold that the appellant should pay to the appellee the sum of P5,516.00 less P3,560.00 already paid on said item, or P1,956.00, with 12 per cent interest compounded annually from January, 1932, (it being admitted under appellants' evidence— transcript, pp. 37-388—that the sum of P3,560 was paid at the commencement of the lease contract executed on December 31, 1931), plus the sum of P55,541.18. The latter amount which was paid by the appellee on January 24, 1946, in Japanese Military notes must be reduced to actual Philippine currency under the Ballantyne Scale, since said disbursement could have been repaid in the same currency by the appellant during the Japanese occupation. After being so reduced, it shall also bear compound interest of twelve per cent per annum from January 24, 1945.

* * * * *

"Wherefore, it being understood that the appellant is indebted to the appellee upon account of the repurchase price of the land in question only in the sums of P1,956.00, with twelve per cent compound interest from January, 1932, and P296.18 with compound interest of twelve per cent from January 24, 1945, which indebtedness should first be settled by the appellant before he is entitled to a conveyance of the land in question, the appealed judgment is in all other respects affirmed, except further that the 90-day period fixed therein shall be computed from the date this decision becomes final.

"So ordered without costs."

In compliance with said decision of this Court, Adriano Golez, on March 26, 1954, through his attorney-in-fact Vicente Jimenez, deposited with the Clerk of Court of the Court of First Instance of Negros Occidental the sum of

P386.33 in cash and P25,000.00 in P.N.B. Cashier's check or a total of P25,386.33. Thereupon, two questions arose again in the lower court (1) whether the deposit in check was valid, and (2) whether Camara was under obligation to reconvey to Golez only the 7 lots under lease or all the 24 lots acquired by him from the Philippine National Bank in virtue of the contracts Annexes A and B.

The trial court sustained the validity of the deposit and also ordered the reconveyance of the 24 lots. Camara appealed from this order and again the case reached this Court.

Pending this appeal in this Court, (in G. R. No. L-9160)[*] the present plaintiffs-appellants, as assignees of Golez, filed the instant case (No. 3364) on March 12, 1955, in the Court of First Instance of Occidental Negros against the same Camara, praying, inter alia, that defendant be ordered to execute the necessary deeds of conveyance in their favor of the remaining 17 lots acquired by Camara from the Philippine National Bank in the manner already narrated. On August 8, 1955, defendant filed a motion to dismiss, on the grounds that (1) the complaint states no cause of action, and (2) the action is violative of the rule on splitting a cause of action under Sections 3 and 4, Rule 2 of the Rules of Court.

Resolving said motion to dismiss and the opposition thereto filed by defendant on August 18, 1955, the court, on August 31, 1955, issued an order dismissing plaintiffs' complaint, sustaining the view that since plaintiffs' predecessor-in-interest (Adriano Golez), in the previous case No. 306 against the same defendant, sought the recovery of 7 of the lots mentioned in Annex B in pursuance to the terms thereof, where he (Golez) could have also demanded the conveyance of the other 17 lots covered by the same contract Annex B relied upon by the plaintiffs in the present case, the instant action constitutes but a part of the former and, consequently, violates the rule against splitting a cause of action. From this order of dismissal, the plaintiffs have taken the appeal now before us.

We do not believe the lower court committed an error in dismissing the complaint upon the ground stated by it. The cause of action in the previous case No. 306 arose out of the violation of the terms of the contract Annex B by the defendant Camara. Plaintiffs' cause of action in this case No. 3364 is predicated likewise in the alleged infringement of the same Annex B by the same defendant Camara. Present plaintiffs are successors-in-interest of Golez, plaintiff in the first case. There is only one delict or wrong upon which both complaints are based.

Plaintiffs, however, argue that there is no splitting of a cause of action because the issue involved in said Civil Case No. 306 was recovery of possession of Haciendas Buenavista and Aurelia, after the lease contract (Annex B) expired which defendant refused to surrender to Adriano Golez, whereas the issue in the present case is the reconveyance of the titles of the 17 lots mentioned in the "Escritura de Compromiso de Venta" (Annex A). This is not exactly the case. The two contracts are not separate from or independent of each other. They are both part of a single transaction: to carry out and facilitate the redemption from the Philippine National Bank of the mortgaged properties. The lease contract was resorted to provide a mode of payment to the bank by the delivery of 1,000 piculs of sugar a year, which is the agreed rental of 7 of the mortgaged lots. In fine, both actions are founded on one and the same contract, and the rule is that where the covenant or contract is entire and the breach total, there can be only one action. (*Blossom & Co. vs. Manila Gas Corporation*, 55 Phil., 226.). When a trial is had, it is intended that all matters growing out of the controversy are to be finally determined in one and the same suit. The object is to prevent a multiplicity of actions and to prevent the possibility of one part of the cause being tried before one judge which would unnecessarily harass the parties and produce needless litigations and accumulate costs. (*Pascua vs. Sideco*, 24 Phil., 26; *Strong vs. Gutierrez Repide*, 22 Phil., 9.)

There is another reason why the questioned order of the court a quo must be upheld. Earlier in this opinion, we adverted to the appeal taken by Camara from an order of the trial court in Case No. 306, directing him to reconvey

to Golez all the 24 lots in question. That appeal (G. R. No. L-9160, entitled "Adriano Golez, plaintiff-appellee vs. Carmelo S. Camara, defendant appellant", 101 Phil., 363), was decided by this Court on April 30, 1957, wherein we held that—

"It is clear from the foregoing facts that Camara is bound to convey to Golez, not only the interest of Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yamson in the seven (7) lots constituting the Haciendas Aurelia and Buenavista, but, also, the other seventeen (17) lots described in the 'promise to sell' and in the contract of lease above-mentioned.

"It is true that the sale at public auction of the share of Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yamson, in said haciendas, was the factor responsible for the intervention of Camara in the contracts already adverted to. This fact, and the circumstances that the property leased to Camara were said haciendas, explain the emphasis given thereto in the pleadings and in the former decisions of the Court of First Instance and of this Court. Again, the issues then submitted for determination revolved on the amount to be paid by Golez to Camara, which hinged primarily on the interpretation of said 'escritura de arrendamiento' thus focusing attention on said contract of lease and on the property leased—Haciendas Aurelia and Buenavista.

"However, neither said 'compromiso de venta', nor the aforementioned 'escritura de arrendamiento' was limited to a promise to sell or to a contract of lease. The former involved, also, a cession of the right of redemption, which, although ostensibly made (in the promise to sell) in favor of Camara, turns out, in the language of the contract of lease—which was part of the whole scheme agreed upon by the parties—to be 'por y para el Sr. Adriano Golez'. The latter (contract of lease) contained, also, a promise to assign or sell in favor of Golez. In any event, said 'compromiso de venta' expressly referred, not only to said haciendas, but, also, to the seventeen (17) other lots therein described. Similarly, the aforementioned 'escritura de arrendamiento' explicitly states that one of the considerations therefor is said 'compromiso de venta' of twenty-four (24) lots, the identification number of, and the location area, and the interest held in each of which are specified therein. Said deed of lease, moreover, stipulates clearly that 'una vez hecho el pago de la cantidad dicha al citado Banco Nacional Filipino, dichas propiedades cubiertas por dicha escritura de compromiso de venta * * * estaran todas entregadas y en posesion del * * * Sr. Adriano Golez.' In the light of the foregoing, and considering that the decision of this Court of October 3, 1953 (Golez vs. Camara, 93 Phil., 1081), and that of the former decision of the lower court, fixing the amount to be paid by Golez obviously regarded that payment thereof is a condition precedent to, or the consideration for the conveyance undertaken to be made by Camara, there is no doubt in our mind that the phrase 'land in question' used in the dispositive part of our aforementioned decision, referred to the twenty-four (24) lots described in both deeds, and that Camara is bound to convey said twenty-four (24) lots to Golez." (Italics supplied.)

In the light of the above ruling by this Court, it is clear that the question involved in the instant case has become moot or res adjudicata.

Wherefore, finding no reversible error in the order of the court a quo, the same is hereby affirmed, with costs against the plaintiffs-appellants, without prejudice to their right, as assignees of Adriano Golez, to enforce the decision of this Court in G. R. No. L-9160 above referred to. So ordered.

Paras, C. J., Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., and Gutierrez David, JJ., concur.

[*] Golez vs. Camara, 101 Phil., 363, 54 Off. Gaz., 46.

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