

MAGDALENA ESTATE, INC., PETITIONER, VS. HON. HERMOGENES CALUAG, JUDGE OF THE COURT OF FIRST INSTANCE OF RIZAL (BRANCH IV, QUEZON CITY) AND GONZALO P. NAVA, RESPONDENTS.

G.R. No. 16250. June 30, 1964

Ponente: REGALA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-16250/>

REGALA, J.:

This is a petition to review on certiorari the decision of the Court of Appeals in Case CA-G. R. No. 24212 denying an original petition for a writ of mandamus.

In Civil Case No. Q-2061 of the Court of First Instance of Quezon City, an action for specific performance entitled Nava vs. Magdalena Estate, Inc., the respondent Judge rendered judgment on June 11, 1957, the dispositive portion of which read:

"(a) Declaring the cancellation of the contract by the defendant to be unauthorized and without any legal force and effect;

"(b) Ordering the defendant, within thirty (30) days from notice hereof, to give to the plaintiff the title to Lot 2-b-5 of Part-33887 subject to a first mortgage in favor of the defendant to secure payment on the unpaid balance of the price of the land;

"(c) In the event that the defendant could not comply with the obligation mentioned in (b), and in lieu thereof

(1) Declaring the contract rescinded;

(2) Ordering the defendant to return to the plaintiff the sum of P16,820.00, with legal interest thereon from the time that the different payments were made; and

(3) Ordering the defendant to pay to the plaintiff the sum of P25,000.00, with legal interest thereon from August 22, 1956, by way of actual and compensatory damages; and

"(d) Ordering the defendant to pay to the plaintiff the sum of P250,000.00 by way of attorney's fee's, and the costs of the suit."

The defendant, herein petitioner, received its copy of the said decision on June 21, 1957. On July 9, 1957, it filed a Motion for Reconsideration and Clarification of the same. The request for clarification referred solely to paragraphs (a) and (b) of the dispositive portion, which the defendant represented were vague and ambiguous.

On January 10, 1958, the lower court resolved to deny the motion for reconsideration. In the same order of denial, however, it clarified only paragraph (b) of the dispositive portion adverted to in the prayer. As modified paragraph (b) reads as follows:

"(b) Declaring: the plaintiff to be entitled to pay for the land on cash basis within a period of ninety (90) days from the time that the defendant shall deliver to him the title to Lot 2-b-5 of Psd-33887, subject to a first

mortgage in favor of the defendant to secure payment of the unpaid balance of the price of the land, which delivery of title must be accomplished within thirty (30) days from notice hereof."

A copy of this last order was served on the petitioner on February 12, 1958. Six days later, or on February 18, 1958, it filed its notice of appeal and appeal bond, the notice declaring that the appeal was "from the judgment promulgated and entered by this Honorable Court in the above-entitled case, dated January 10, 1958 and received by the herein defendant on February 12, 1958 * * *." On March 5, 1958, the defendant, herein petitioner, filed its Record on Appeal.

On March 15 1958, respondent Gonzalo P. Nava filed a motion to Dismiss the Appeal. On July 3, 1958, the lower court granted the motion on the ground invoked by movant, namely, that the Record on Appeal was filed out of time. Petitioner's motion for reconsideration of the said order was unavailing.

The petitioner then went to the Court of Appeals on a petition for mandamus to compel the lower court to admit his appeal. After proper consideration, the appellate court dismissed the petition for lack of merit. It also denied a motion for reconsideration filed therefor. Hence, this appeal.

The petitioner insists that its Record on Appeal was filed well within the reglementary period since its appeal was not from the judgment promulgated on June 11, 1957 but from the order of January 10, 1958. Both the lower court and the Court of Appeals, however, ruled that the disputed pleading was filed beyond the prescriptive period since the computation of the same should start from the original judgment dated June 11, 1957 and not from the order of January 10, 1958 as contended by the petitioner.

Before Us now, therefore, the issue is one and simple. When did the period for filing the Record on Appeal start to commence? Under the facts of this case, however, the issue can be resolved only after this particular query is answered: Did the order of January 10, 1958 substantially modify the first decision of the lower court?

The Court of Appeals answer this in the negative and explains thus:

"It is to be borne in mind and there is only one judgment (Annex A, petition) rendered in this case, dated June 11, 1957, a copy of which was served on the petitioner on June 21, 1957, and said judgment was clarified in the order of January 10, 1958, which was served on the petitioner on February 12, 1958. The clarification did not have the effect of changing the date of the judgment nor the date notice thereof was served upon the petitioner. The appeal, therefore, is necessarily from this judgment, notwithstanding petitioner's statement to the contrary in its notice of appeal."

"From the date of notice of the judgment was received, to wit, June 21, 1957, to the date of the filing of the motion for reconsideration and clarification, which is July 9, 1957, seventeen (17) days elapsed, leaving thirteen (13) days available for the perfection of the appeal. The petitioner received on February 12, 1958 notice of the order of January 10, 1958 clarifying the portion of the judgment and denying the motion for reconsideration and from February 12, 1958, the remaining thirteen (13) days commenced to run and ended on February 25, 1958, so that the thirty-day period expired on this date, because the filing on February 18, 1958 of the notice of appeal and appeal bond did not suspend the running of the remaining period of thirteen days. Therefore, when the Record on Appeal was filed on March 5, 1958, the filing was made eight days after the expiration of the thirty-day period. The foregoing computation clearly shows that the order disallowing the appeal and disapproving the Record on Appeal is correct and fully in accordance with law."

We cannot accept the validity of the foregoing conclusion for the reason that it results from the erroneous premise that there was only one judgment. When the lower court "clarified" the dispositive portion of the original decision, it actually amended the original decision, and, to all intents and purposes, promulgated a new one from which the time to appeal must be reckoned. In other words, the order of January 10, 1958 ostensibly "clarifying"

the sense and substance of the dispositive portion of the decision of June 11, 1957 did not really merely "make clear" or "clarified" the same, but, as it was, the said order altogether changed the decree contained in the dispositive portion of the said decision of June 11, 1957.

Thus, in the decision of June 11, 1957, the Magdalena Estate was merely directed to deliver the title to the plaintiff, respondent Gonzalo Nava, within thirty days from notice, whereas in the order of January 10, 1958, this substantially material portion was added: "Declaring the plaintiff to be entitled to pay for the land on cash basis within a period of ninety days from the time that the defendant shall deliver to him the title to Lot 2-b-5 of Psd-33887, subject to a first mortgage etc., etc.," (Italics supplied). The addition amounted to a material alteration of the first judgment, the alteration being of such substance and proportion as to give rise to an entirely new one. It should be noted that whereas the original decision merely commanded the company to transfer ownership of the land to the buyer, the subsequent order, in addition, directed the buyer to pay the seller the price within 90 days of the delivery. In other words, while the direction of the court in the order of January 10, 1958 was addressed to both parties, its direction in the decision of June 11, 1957 referred to but one party.

Our attention is called to the fact, however, that on pages 10-11 of the lower court's decision of June 11, 1957, mention was already made of respondent Nava's obligation "to pay for the land on cash basis" when the said court declared:

"It is quite obvious from the context of Exhibit 'D' in relation to the contents of Exhibit 'E-1' that the defendant has agreed to allow the plaintiff the privilege of paying for the lot on cash basis within ninety days from the date that the title to the said lot shall be issued to the plaintiff * * *."

It is of no moment that the above was contained in text of the original decision. The quoted finding of the lower court cannot supply deficiencies in the dispositive portion. It is a mere opinion of the court and the rule is settled that where there is a conflict between the dispositive part and the opinion, the former must prevail over the latter on the theory that the dispositive portion is the final order while the opinion is merely a statement ordering nothing. (2 Moran 194, 1963 ed.)

In view of the foregoing, the appealed decision is hereby reversed and set aside. As it is our holding that the subsequent order of January 10, 1958 substantially changed the original decision, the 30-day period for filing the Record on Appeal should be counted from the receipt of the said order. So ordered. Costs against the respondent.

Bengzon, C. J., Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Paredes, and Makalintal, JJ., concur.

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.