

CLARO VILLAROSA ET AL., PLAINTIFFS AND APPELLANTS, VS. ULDARICO VILLAMOR, DEFENDANT AND APPELLEE.

G.R. No. 30234. August 23, 1929

Ponente: VILLAMOR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-30234/>

VILLAMOR, J.:

The appellants pray for the reversal of the judgment appealed from, absolving defendant Uldarico Villamor from the complaint, and plaintiffs Claro Villarosa and Maria Capistrano, from the defendant's counterclaim, without special pronouncement of costs, alleging that the trial court erred:

"1. In not permitting the introduction of evidence on the fact that on July 26, 1924, Claro Villarosa was in the municipality of Guinayangan, Tayabas, Philippine Islands.

"2. In holding that the instrument marked Exhibit A in connection with the instrument marked Exhibits B, C and E is a sale subject to repurchase.

"3. In not holding that the instrument marked A is false and does not express the true intention of the parties and that a condition for the repurchase was an accounting by the appellee.

"4. In holding that appellee Uldarico Villamor delivered to appellant Claro Villarosa the sum of P1,000 including the amount of P140, after the execution of the instruments marked Exhibits A and B.

"5. In holding that the sum of P2,000 mentioned in the promissory note Exhibit C has been paid.

"6. In holding that the second cause of action is groundless.

"7. In holding that the third cause of action is also groundless.

"8. In absolving the defendant from the complaint.

"9. In denying the motion for a new trial."

On May 12, 1919, the plaintiffs sold the three parcels of land described in the complaint to the defendant for the sum of P3,000, the proper deed of sale, Exhibit A, being executed in favor of the vendee. On the same date, Uldarico Villamor, the vendee, subscribed the document Exhibit B before a notary public, stating that he had purchased three parcels of land from Claro Villarosa for P3,000, and binding himself, for friendship's sake, to resell or bring about the resale of said three parcels to said vendor, Claro Villarosa, for the said price of P3,000 on or about May 12, 1921, that is, after two years from the date of the contract Exhibit A.

The plaintiffs allege as the first cause of action that the instrument Exhibit A is false and pray for the cancellation thereof and damages in the amount of P5,000. As the second cause of action, they allege that plaintiff Maria C. de Villarosa is the owner of the land described in the complaint, whereon is built a house of strong material, and that the defendant, pretending to be the owner of one-half of said house, had said half demolished by means of violence, and on this ground the plaintiffs ask for the payment of P2,000 plus damages as suffered by the plaintiff

on account of her illness brought about by this act of the defendant, in the amount of P4,000. And as the third cause of action, the plaintiffs allege that the defendant brought suit against them in the justice of the peace court, for the purpose of injuring and subjecting to a judicial pronouncement the honesty and reputation of the plaintiffs, and for this act of defendant's they pray that he be sentenced to pay P6,000.

The defendant answered with a general and specific denial of the facts alleged in the complaint, and in a counter-claim demanded the payment of P1,716.76 for the products of the lands appropriated by the plaintiffs, plus P1,500 damages.

After trial, the court below held:

"The following facts have been verified and are even admitted by the plaintiffs in general, and particularly by plaintiff Claro Villarosa, that by virtue of the sale evidenced by Exhibit A and Exhibit B, defendant Villamor delivered, as part payment of the price, P1,000 including the P140 payment by him in advance on May 9, 1919, and in addition a promissory note in the amount of P2,000 for the balance of the price of the lands sold. In connection with said P2,000, it has been proven by the defendant's evidence, including the instrument Exhibit 1, whose genuineness is admitted by plaintiff Villarosa that this amount was paid by the defendant with money borrowed in Manila. There is, then, no doubt that defendant Villamor performed his part of the obligation to pay the price of P3,000 of the realty sold, under sales contracts Exhibits A and B."

And with respect to plaintiff Claro Villarosa's statement that the sale was merely a contract of guaranty which he signed in the presence of a notary public, believing Uldarico Villamor's assurances that as a compadre of his, he would not deceive him, and that he was induced to run for municipal president of Lopez by said defendant, who offered to furnish the money needed, and that a meeting was held to announce his candidacy to the people of Lopez; that, while there, the defendant read to him a document containing the description of his lands, and that he would supply the expenses for his candidacy, and that Villarosa would only execute in his favor a contract of guaranty, the trial court, after observing how said witness testified, concluded that said testimony did not deserve full credit, considering that plaintiff Claro Villarosa is a man with a certain amount of culture, being acquainted with and able to express himself in Spanish, and that he could not easily be deceived. And the trial court rightly believed that the contract, as set forth in Exhibit A and modified by Exhibit B, was duly entered into, and that it is not a guaranty but a sale subject to repurchase.

We have studied the record before us and have found nothing to warrant a reversal of the conclusion reached by the court below. The plaintiff denied that he received the purchase price of the lands in question, but his mere denial cannot weaken the affirmative evidence adduced by the defendant in regard to the delivery of the P3,000. The record shows, and the trial court has so held, that at the execution of the contract Exhibit A, the defendant gave the plaintiff a part of the price, that is, P1,000, including the P140 advanced by him; and according to Exhibit 1, acknowledged by the plaintiff the latter received P2,000 from the defendant to complete the payment of the lands on May 21, 1919.

The plaintiff insists that the defendant prepared the list of the expenses for his candidacy, Exhibit E, totaling P1,000, and that he questions some of the items therein contained. The defendant explains that this list was prepared by both of them for the sole purpose of satisfying the plaintiff's wife, who thought it strange that so much should have been spent for her husband's candidacy.

Be that as it may, we are of opinion, in view of the contradictory testimony of plaintiff and defendant, that the latter did in fact ask for some money from the former in order to meet the expenses of the election campaign, but that although he was one of that candidate's leaders, there is no reason to believe that he undertook to defray the expenses required to support the candidacy. We believe that the plaintiff, being in need of money to meet the expenses of his candidacy in 1919, entered into the contract evidenced by Exhibit A with the defendant, selling

him the three parcels of land described in said instrument, and that as he failed to repurchase said lands within the period of two years granted him by the defendant according to Exhibit B, the sale was consolidated and the ownership of said lands vested in the vendee, defendant herein. For those accustomed to deal with such questions, there is nothing strange in what happened to the plaintiff. It often happens that election candidates pledge their property in order to be able to defray the expenses of a political campaign, and unfortunately for the plaintiff, besides losing in that election, he lost his property and the property of his wife, the other plaintiff.

In support of their contention that the contract between them and the defendant upon the lands in question is only a mortgage or guaranty and not a sale, the plaintiffs allege that said lands are worth more than P10,000, one of the parcels being planted with 650 coconut trees and the other with 200. The only evidence of this fact presented by the plaintiffs is the testimony of plaintiff Claro Villarosa himself. But against his testimony, we have that of the defendant, according to which, one of the parcels of land contains only 190 coconut trees, and the other 60, and that the value of the whole, including the land in the town, is only P1,700. Neither party has presented a tax declaration of real property. But allowing for the exaggeration in the declarations of both parties, we incline to the belief that said lands are worth more than what the defendant states but less than what the plaintiff alleges. And, considering the straits in which the vendor found himself at the time, there is nothing strange in his selling his property for less than its full value.

Another point that it would be well to take up, is the fact that the defendant did not take possession of the lands sold at the time the contract of sale was entered into. The explanation for this is given by the defendant, namely, that during the period for redemption he permitted the plaintiffs to continue in possession of the land on condition that he would share with them in its products. This is not unusual in such contracts. At all events, we find in the record an agreement of the parties to the effect that the lands in question have been in the possession and enjoyment of the plaintiffs until the end of August, 1921, and that the defendant then entered into the possession and enjoyment of said lands until the present date. It must be remembered, in this connection, that the period for redemption expired on May 21, 1921.

In regard to the second cause of action, that is, the defendant's destruction of one-half of the house built on the plaintiffs' land, the trial court also held that it was proved that said half of the house in question belongs to the defendant and his wife, Alfonsa Santamaria, having been purchased from the spouses Ramon Capusion and Nieves Villamor who, in turn, acquired it from the original owners, Ines Clarin and Rosario Capistrano. This conclusion of the trial court finds ample support in the defendant's Exhibits 3, 4 and 5.

And with respect to the third cause of action, the trial court held that being a consequence of the first and second, it is groundless. We find no argument in the appellants' brief against this conclusion of the court below. Considering the defendant's counterclaim as not proven, the trial court rendered judgment absolving defendant Uldarico Villamor from the complaint, and plaintiffs Claro Villarosa and Maria Capistrano from the counterclaim, without express pronouncement as to costs.

In view of the foregoing, the judgment appealed from should be, as it is hereby, affirmed, with costs against the appellants. So ordered.

Avanceña, C. J., Johnson, Street, Johns, Romualdez, and Villa-Real, 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.