

ESTANISLAO REYES, PLAINTIFF AND APPELLANT, VS. SEBASTIANA MARTINEZ ET AL., DEFENDANTS AND APPELLANTS.*G.R. No. 32226. December 29, 1930*

Ponente: STREET, J.

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This action was instituted on March 18, 1927, in the Court of First Instance of the Province of Laguna by Estanislao Reyes against the Martinez heirs upon four several causes of action in which the plaintiff seeks, first, to recover five parcels of land, containing approximately one thousand coconut trees, said parcels being fully described in paragraph IX of the complaint, and to obtain a declaration of ownership in his own favor as against the defendants with respect to said parcels; secondly, to recover from the defendants the sum of P9,377.50, being the alleged proceeds of some 1,860 coconut trees which, prior to July 31, 1926, had been applied to the benefit of said defendants; thirdly, to recover from the defendants the sum of P43,000, as the alleged value of the proceeds of the lands involved in the receivership in the case of Martinez vs. Graño, G. R. No. 27685, to which the plaintiff supposes himself to be entitled, but which have gone, so he claims, to the benefit of the defendants in said receivership; and fourthly, to recover the sum of P10,000 from the defendants as damages resulting from their improper meddling in the administration of the receivership property. In connection with this complaint the plaintiff obtained, several months after the litigation, was! begun, an attachment against the defendants upon a judgment credit for P8,000 awarded to them in the case of Martinez vs. Graño (51 Phil., 287), with the result that the execution of said money judgment against the plaintiff has been suspended since the record in said case was returned to the trial court. In reply to the complaint the defendants filed an answer and cross-complaint in which the defendants sought to recover damages and interest upon their claim against the plaintiff. Upon hearing the cause, the trial court absolved the defendants from the complaint and also absolved the plaintiff from the cross-complaint of the defendants, without express pronouncement as to costs. From this judgment both parties appealed.

A necessary preliminary to an intelligent understanding of the present litigation is found in the statement of facts and discussion contained in Martinez vs. Graño (51 Phil., 287), a case which, it was hoped, would be the conclusion of a long drawn-out litigation prosecuted by the Martinez heirs, in the first place, against Clemencia Graño, and in the second place, against Estanislao Reyes, the latter of whom had, for several years, been acting as receiver of the properties involved in said litigation. It will be noted that the case referred to was decided on December 24, 1927, while the present action was instituted more than nine months prior thereto.

From the general history of the litigation it will be collected that the plaintiff in the present case has been laboring along for several years in an unsuccessful legal battle with the defendants, springing from his claim to be the owner of the property involved in the receivership. Upon examination of the pleadings in the present case it is very evident that the trial court was correct in holding that the second, third, and fourth causes of action relate to matters which were either expressly adjudicated against Reyes in the litigation mentioned, or which were so involved in the controversy that he is concluded as to said matters by the decision that was made in that case. The

matter stated in the first cause of action requires more careful consideration.

This cause of action is founded upon the contract, the substance of which is sketched at pages 288-289 of the opinion of this court in *Martinez vs. Graño* (51 Phil., 287), and the claim put forth by the plaintiff in respect thereto is to have the five parcels mentioned in paragraph IX of the complaint adjudged to him in lieu of another parcel formerly supposed to contain one thousand trees and described in paragraph 8 of the contract of March 5, 1921, between him and certain of the Martinez heirs. By this contract Reyes was to be given the parcel described in clause 8, but in a proviso to said clause, the parties contracting with Reyes agreed to assure to him certain other land containing was equivalent number of trees in case he should so elect. The prior history of the litigation shows that the herein plaintiff elected to take and hold the parcel described in clause 8, and his right thereto has all along been recognized in the dispositions made by the court with respect to said land. In our decision in *Martinez vs. Graño* (51 Phil., 287, 301), it was a basal assumption that Reyes would obtain the thousand trees referred to; and we are of the opinion that, from various steps taken in the prior litigation, Reyes must be taken to have elected to take that particular parcel and he is now estopped from asserting a contrary election to take the five parcels of land described in paragraph IX of his complaint.

But the fact is now brought out more clearly that the title to this parcel is in the heirs of Inocente Martinez and it does not appear that they have transferred said title to Reyes. It results therefore that Reyes now has a claim for damages against the parties signatory to the contract of March 5, 1921, for the value of the aforesaid property. Furthermore, we are able to state from the facts revealed in the course of the litigation that the value of said thousand trees should be about P8,000. We therefore reach the conclusion that Reyes should either have the land originally set apart for him under clauses 4 and 8 of the contract, or, in case his right thereto should fail, he should not be required to pay the judgment for P8,000 which was awarded to the Martinez heirs in *Martinez vs. Graño* (51 Phil., 287, 302). This end will accordingly be effected in the manner set forth in the following paragraph, containing the dispositive part of this decision.

The Martinez heirs, defendants in this action, will be allowed a period of three months, extendible, if necessary, for a reasonable term in the discretion of the trial court, within which to procure the execution of a sufficient deed conveying to the plaintiff, Estanislao Reyes, the particular parcel of land described in paragraph 8 of the contract of March 5, 1921; and until such deed shall be executed and delivered, or tendered, to Reyes, the judgment against Reyes in favor of the Martinez heirs for the sum of P8,000, shall stand temporarily enjoined. And in the event that the said Martinez heirs should fail to procure said conveyance to be made within the term conceded to them, the judgment in their favor for said P8,000 shall be permanently enjoined.

In view of the conclusion reached in *Martinez vs. Graño* (51 Phil., 287), as well as in view of the solution reached in the case now before us, the claim of the defendants, as appellants, to the interest on the sum of P8,000 from July 31, 1926, cannot be conceded, as the judgment itself bears interest at the lawful rate from the date the same was rendered.

So ordered, without express pronouncement as to costs.

Avanceña, C. J., Johnson, Malcolm, Villamor, Ostrand, Johns, Romualdez and Villa-Real, JJ., concur.

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