

JOSE VILLEGAS, PLAINTIFF AND APPELLEE, VS. NICOLAS CAPISTRANO, DEFENDANT AND APPELLANT.

G.R. No. 3936. December 21, 1907

Ponente: WILLARD, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3936/>

WILLARD, J.:

On the 13th of February, 1906, the plaintiff sold to the defendant the real property here in question by a contract which contained the following clause:

"With the condition that if, within the period of three months, that is to say, up to the 13th day of May, 1906, I return the above sum of one thousand pesos to said Mr, Capistrano, this deed will be null and void."

On the 5th of May, 1906, the plaintiff, being in Cebu, requested Smith, Bell & Co. to order their agent, Kauffman, at Cagayan, to pay to the defendant there P1,000 for the purpose of repurchasing this property in the name of the plaintiff. Smith, Bell & Co. gave such orders to Kauffman, who received them on the 8th of May. On the 13th of May he went to the residence of the defendant in Cagayan for the purpose of making the repurchase, but did not find the defendant therein. He stated to the latter's wife that he was there as the agent of the plaintiff, with the money for the purpose of repurchasing the land in accordance with the terms of the contract above mentioned. The defendant's wife told him that she had no authority to act in the transaction, butv that she would inform her husband upon his return of what had taken place. This she did upon the following day. The money was offered to the defendant himself on the 15th of May by one of Kauffman's clerks, the defendant declining to receive it on the ground that Kauffman had no authority to act for the plaintiff. On the 18th of the same month Kauffman had a personal interview with the defendant in which the offer was repeated and was declined on the ground above stated. Thereupon, by agreement, a telegram was sent to the plaintiff, who immediately telegraphed to the defendant asking if the money had been paid, and the defendant answered that it had not Another offer to pay the money was made after the receipt of the telegram from the plaintiff, which offer was declined by the defendant on the ground that the period for the repurchase had already expired.

Between this time and the 25th of June, 1906, various attempts were made by the plaintiff personally in interviews with the defendant to arrange the matter, but without result, and on the 25th of June, Kauffman, as agent for the plaintiff, deposited P1,000 in the office of the clerk of the Court of First Instance, and thereupon this action was brought.

Judgment was entered in the court below in favor of the plaintiff; from which judgment the defendant has appealed.

- It is claimed by the appellant that the time to repurchase this property expired on the 12th of May. This contention can not be sustained, (Commentaries on the Civil Code, Manresa, vol. 10, p. 279; sec. 4, Code of Civil Procedure; U. S. vs. Tiqui, 1 Phil. Rep., 306.)

- It is further claimed that Kauffman had no authority to act for the plaintiff in regard to this matter. It was not

necessary that the plaintiff personally should have presented himself to the defendant for the purpose of making this repurchase. He could do that by his authorized agent. The evidence shows that, as a matter of fact, Kauffman was duly authorized to act for the plaintiff in this respect. He did so act and notified the defendant's wife and the defendant that he was acting, not on his own behalf but on behalf of the plaintiff.

- The defendant claims that all that was done after the 13th of May was ineffectual if what was done on that day was not all that was required of the plaintiff. This is the principal question in the case.

We agree with the appellant that this case has nothing to do with the payment of a debt. The plaintiff owed the defendant nothing. The defendant had no right of action of any kind against the plaintiff. What the plaintiff did have, was a right to repurchase the property in question. The law relating to the case is, therefore, the law governing contracts of purchase and sale. This same question we had occasion to consider and decide in the case of *Lafont vs. Pascasio* (5 Phil. Rep., 391). In that case the parties made a contract by the terms of which the plaintiff had a right to repurchase property formerly sold by him within six months from the 31st day of October. Upon the 25th of April he caused to be delivered to the defendant by means of a notary public a letter in which he stated his desire to repurchase the property and that he placed at the disposition of the defendant the amount required, to be paid, which would be delivered to her as soon as the proper deed was executed. The defendant on the same day answered the letter, saying that the repurchase could not be made upon the terms stated in the plaintiff's letter. On the next day the plaintiff caused another letter to be delivered to the defendant by a notary public in which he stated that the notary public had in his possession P1,000, which would be delivered to the defendant as soon as the deed was executed. The defendant answered this letter, refusing to execute the deed. On the 30th day of April, the plaintiff deposited the money in court and afterwards brought an action to compel the sale. In that case it was said at page 394 [395, 391]:

"* * * The general laws governing contracts of purchase and sale were undoubtedly intended to apply to an agreement of this character. In a contract of purchase and sale the seller is not required to deliver the thing sold until the price is paid, in the absence of an agreement to the contrary (art. 1466). Neither is the purchaser bound to pay the price before the article is delivered to him (art. 1500), and we hold in this case that the payment of the price and the execution of the deed of resale were simultaneous acts, and that the plaintiff was not required to deliver the money in advance of the execution of the deed.

"The question remains whether the plaintiff did all that he was required by law to do in order to preserve the rights secured to him by the contract.

* * * * *

"In regard to the payment of the money the plaintiff did all that the law required him to do. He offered to pay it to the defendant, and deposited it in the hands of the notary for her.

* * * * *

"It is not necessary to decide the question as to whether the six months mentioned in the contract expired on the 30th day of April, as claimed by the plaintiff, or on the 28th day of April, as claimed by the defendant, for the plaintiff, on the 25th and 26th of April, did all that the law required him to do to preserve his rights to repurchase the property."

That case is decisive of this. When the plaintiff, on the 13th of May, by his duly authorized agent, presented himself at the residence of the defendant and offered to deliver the money, he did all that the law required him to do to preserve his rights to repurchase. The subsequent deposit of the amount with the clerk of the court was simply additional security for the defendant, but was not a necessary act to be performed by the plaintiff.

The judgment of the court below is modified so as to read as follows:

"Judgment is entered in favor of the plaintiff, with costs, declaring that he has a right to repurchase the property sold by him by virtue of the contract of the 13th of February, 1906, by paying P1,000 and the expenses attendant upon the execution of the contract of resale. The plaintiff is not entitled to recover damages."

The plaintiff is entitled to costs in this court. So ordered.

Arellano, C. J., Torres, Mapa, Johnson, Carson, and Tracey, 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.