

UY SIU PIN AND CHUA HUE, PETITIONERS, VS. CASIMIRA CANTOLLAS ET AL., RESPONDENTS.*G.R. No. 46850. June 20, 1940*

Ponente: LAUREL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-46850/>**LAUREL, J.:**

In the year 1929 or thereabout the spouses Pedro Velegano and Casimira Cantollas were indebted to El Hogar Filipino in the sum of P2,000 secured by a mortgage on certain land covered by original certificate of title No. 1017. Upon the death of Pedro Velegano in the same year, there remained an unpaid balance of P1,300. On April 2, 1932 Casimira Cantollas and her son Bias Velegano, who succeeded to the mortgaged land, entered into a contract with Uy Siu Pin by which Casimira and Bias agreed to deliver said land to Uy Siu Pin with full right on the part of the latter to possess and enjoy the same with its improvements during the period of fifteen years from April 2, 1932, on condition that Uy Siu Pin would pay to El Hogar Filipino the unpaid balance of the indebtedness of Casimira and Bias, together with all other expenses including realty taxes. It was further covenanted that after the lapse of fifteen years, Uy Siu Pin would return the land to Casimira Cantollas and Bias Velegano without any obligation on the part of the latter to pay anything to Uy Siu Pin, but that, if after the expiration of five years from April 2, 1932, Casimira and Bias would be in a

position to do so, they had the right to redeem said land by paying to Uy Siu Pin or his successors in interest the sum of P1,750. In pursuance of this agreement, Uy Siu Pin, on April 2, 1932, took possession of the land and proceeded to make payments to El Hogar Filipino upon account of the indebtedness of Casimira Cantollas and Bias Velegano. The payments thus made amounted to P600 up to July, 1933, when Uy Siu Pin ceased to make further payments to El Hogar Filipino, as a result of which the latter foreclosed the mortgage which it held on the land in question which was then in the possession of Uy Siu Pin by reason of the agreement between him and Casimira and Bias already above referred to. In the foreclosure sale, the land was bought by El Hogar Filipino for ₱1,062.66. The mortgage debtors, Casimira and Bias, having failed to redeem the land within the statutory period, a final deed of sale was issued in favor of El Hogar Filipino on December 24, 1934. On December 26, 1934 the latter sold the aforesaid land to Uy Siu Pin for P1,198.17. On December 28, 1934 Uy Siu Pin in turn sold the land to his wife Chua Hue in consideration of P4,000. Transfer certificate of title No. 8446 was issued in favor of Uy Siu Pin but it was later cancelled by a new transfer certificate of title, No. 8447, issued in the name of Chua Hue.

On December 10, 1935, Casimira Cantollas and Bias Velegano filed in the Court of First Instance of Tayabas a complaint against Uy Siu Pin and Chua Hue in which, as subsequently amended, it was prayed that the sale in favor of Chua Hue and transfer certificate of title No. 8447 in her name be cancelled; that the agreement entered into between Uy Siu Pin and Casimira and Bias on April 2, 1932, and attached to the complaint as Exhibit A, be noted on the transfer certificate of title issued in favor of Uy Siu Pin, and that the defendants be ordered to pay to the plaintiffs the sum of P380 by way of damages and the sum of P7,500 as the value of the land in question. On December 11, 1935 a notice of lis pendens was inscribed in the office of the register of deeds of Tayabas and noted on the back of transfer certificate of title No. 8447. The defendant Uy Siu Pin and Chua Hue filed an answer

containing a general denial and the special defenses that Uy Siu Pin entered into the contract Exhibit A through fraud on the part of the plaintiffs Casimira and Bias, that the latter failed to perform their part of the contract in that they failed to deliver to Uy Siu Pin the possession of the land in question, and that Uy Siu Pin, after acquiring said land from El Hogar Filipino independently of the contract Exhibit A, sold the same to his codefendant Chua Hue. Juan Magbajos, intervening in the action, prayed that he be declared the owner of the land involved therein by virtue of the sale executed in his favor by Chua Hue on December 31, 1935. After trial, the Court of First Instance of Tayabas rendered judgment setting aside the sale executed by Uy Siu Pin in favor of Chua Hue as well as the sale executed by the latter in favor of Juan Magbajos, ordering the register of deeds of Tayabas to cancel transfer certificate of title No. 8447 issued in the name of Chua Hue and to note the agreement Exhibit A on transfer certificate of title No. 8446 issued in the name of Uy Siu Pin, and sentencing the latter to pay to the plaintiffs as damages the sum of P380 plus the costs of the action. Upon appeal from this judgment by the defendants and the intervenor, the Court of Appeals, on July 18, 1939, affirmed the same with the sole modification that the award of damages in the sum of P380 was eliminated therefrom.

The present petition for certiorari has been presented by Uy Siu Pin and Chua Hue with a view to obtaining a favorable judgment in their favor, the petitioners contending that: I. The Court of Appeals erred in declaring that under the agreement Exhibit A, the petitioner Uy Siu Pin received the land in question from the respondents Casimira Cantollas and Bias Velegafio as mere trustee with right of usufruct; II. The Court of Appeals erred in declaring that the petitioner Uy Siu Pin acquired the land in question from El Hogar Filipino, not in his own right but as trustee of the respondents Casimira Cantollas and Bias Velegano; III. The Court of Appeals erred in holding that the obligation assumed by petitioner Uy Siu Pin under Exhibit A has not been validly extinguished; IV. The Court of Appeals erred in declaring null and void the sale of the land in question in favor of the petitioner Chua Hue; V. The Court of Appeals erred in denying petitioner's motion for reconsideration.

Counsel for the petitioners stress the argument that Exhibit A was not a contract creating a trust relation as held by the Court of Appeals, but was one of antichresis. We find it unnecessary to make any pronouncement on this point, because whatever may be its denomination, the petitioner Uy Siu Pin is bound to comply therewith, it being still in full force and effect as found by the Court of Appeals. The respondents Casimira Cantollas and Bias Velegano performed their part of the contract when they delivered on April 2, 1932 the land involved herein to the petitioner Uy Siu Pin. Thereafter it was incumbent upon the latter to fulfill his obligation to pay the debt owing by said respondents to El Hogar Filipino and to return said land to them, after the period of fifteen years. It cannot be contended with fairness that Uy Siu Pin acquired the land in his own right from El Hogar Filipino after the latter had foreclosed the mortgage thereon, because the foreclosure was brought about by his own failure to pay, as stipulated in the contract Exhibit A, the indebtedness of Casimira and Bias. Neither could the latter be blamed for their failure to redeem the land from El Hogar Filipino after the foreclosure sale, for the reason that they had the perfect right to rely on their contract with Uy Siu Pin. In any event, whether we consider Uy Siu Pin as having purchased the land from El Hogar Filipino in his own right, and not on behalf of Casimira Cantollas and Bias Velegano, he is still bound, under the circumstances of this case, to reconvey the same to Casimira and Bias after the expiration of the period stipulated in the existing contract Exhibit A. It is pretended, however, that the obligations assumed by Uy Siu Pin under Exhibit A have been validly extinguished when "he returned the possession of the property in question to the debtors Casimira Cantollas and Bias Velegano." Against this pretension there is the finding of fact of the Court of Appeals, not capable of review by us in the present proceedings, that Uy Siu Pin has remained in possession of the land since April 2, 1932.

The sale from Uy Siu Pin to his wife Chua Hue is null and void not only because the former had no right to dispose of the land in controversy in view of the existence of the contract Exhibit A, but because such sale comes within the prohibition of article 1458 of the Civil Code. It is not necessary to dwell upon the sale from Chua Hue

to the intervenor Juan Magbajos, as the latter has not appealed from the decision complained of by the petitioners. The petition for certiorari will therefore be dismissed and the appealed decision affirmed, with costs against the petitioners. So ordered.

Avanceña, C.J., Imperial, Diaz, and Moron,, JJ., concur.

Petition dismissed and decision affirmed.

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.