

JUAN NOEL, PLAINTIFF AND APPELLEE, VS. GERONIMO GODINEZ ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 5554. March 11, 1911

Ponente: TRENT, J.

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TRENT, J.:

This action, which was commenced on the 22d of November, 1907, is based on the following contract:

"I, Geronimo Godinez, and my wife, Estefania Llenos, both of age, with certificate of registration No. __, do hereby admit that we are indebted to Juan Noel in the sum of five thousand and sixty-two pesos and seventy-two centavos (P5,062.72).

"Of the aforesaid amount two thousand pesos (P2,000) thereof represents the price of the lands which I have bought from Juan Noel in the barrios of Bulac and Malalay. My part (of the products) from all of my tenants is to be divided into two equal parts between Mr. Noel and myself, my share is to be paid to Mr. Noel, little by little, to be applied on payment of my indebtedness, and in order that there be no question in the future as to this agreement I have signed these presents, together with my wife, on this fifth day of March, 1907."

The plaintiff alleged a breach on the part of the defendants, in that they failed and refused to comply with their obligation with reference to turning over to him the products, as provided for in the second clause of this contract. The defendants in their answer admit the genuineness and due execution of said contract, but deny the other allegations of the complaint. They allege in their counterclaim a breach of the contract on the part of the plaintiff, consisting in his failure and refusal to surrender to them the possession of four out of the seven parcels of land which they purchased and for which they agreed to pay the sum of P2,000.

The trial court, on November 18, 1908, rendered its decision, the important part of which is as follows:

"2. That the defendants received from their lessees the one-half of the products of the lands corresponding to the month of September, 1907, and notwithstanding this fact and the demands made by the plaintiff upon the defendants, they failed to deliver to him the products received from the said tenants in the form agreed upon in Exhibit A.

"3. That the products received by the defendants from the said tenants consisted of 400 cavanos of corn and 30 quintales of tobacco.

"4. That the defendants have not proved to the satisfaction of this court the facts alleged in their complaint and counterclaim.

"As a conclusion of law the court finds that the plaintiff has a right to obtain from the defendants one-half of the products of said lands received by the said defendants from the said tenants, and likewise the plaintiff has the right to receive the other half of said products from the defendants on account of the debt of the defendants in favor of the plaintiff, which amounts to P5,062.72; and it not having been determined in the document Exhibit A in what form the delivery of this one-half of the products to the plaintiff should be made, the court is of the opinion that it should be sold by the defendant at the price current in the market, and that the amount

received from such sale should be delivered to the plaintiff.

"The court further finds that the defendants should be condemned to the payment of the costs. Let judgment be entered accordingly."

From this decision the defendants appealed.

All agree that the lands mentioned in the second clause of the above contract consist of seven parcels. The plaintiff contends that of these seven parcels sold by him to the defendants, two were his own property and the other five were lands mortgaged to him by Margarita Concepcion; while the defendants insist that the lands mortgaged to the plaintiff by Margarita Concepcion were not included in the sale, and that on the execution of this contract the plaintiff turned over to them only three of the seven parcels purchased. The trial court found that the defendants failed to prove that the lands mortgaged by Concepcion to the plaintiff were not included in this sale. We think this finding of fact is plainly and manifestly against the weight of the evidence. Neither the number of parcels nor their description appear in the contract. The only thing given is the purchase price, P2,000.

German Godinez, son of Margarita Concepcion, died sometime prior to March, 1901. At the time of his death he was indebted to the plaintiff in the sum of P1,029. His mother, being the only heir, assumed payment of this debt and executed on March 1, 1901, plaintiff's Exhibit B, mortgaging to the plaintiff two parcels of land, one in the barrio of Malalay and the other in the barrio of Bulac, and sixteen carabaos. The defendant, Godinez, who is a grandson of Margarita Concepcion, was, by agreement, placed in charge of these two parcels of land. The plaintiff was to receive all of the products from these lands which came into the possession of Godinez from his tenants, one-half of said amount in lieu of interest and the other half to be applied on the payment, of the P1,029. Godinez is still in possession. The debt was not paid, but its payment was assumed by the defendants and included in the P5,062.72. The document Exhibit B which was presented by the plaintiff himself shows conclusively that Margarita Concepcion mortgaged to him two parcels only, and not five. If these two parcels had been included in those purchased by the defendants they would have paid the German Godinez debt twice, inasmuch as it has been shown, as we have said, that the latter debt was included in the contract of March 5.

The defendants received three of the seven parcels of land bought from the plaintiff. They are entitled to the possession of the other four. Three of the four are in the barrio of Bulac and are described as follows: The first is bounded on the north by lands of Felix Torres, south by Benedicto Sambrano, east by Gregorio Bamisa and on the west by Placido Rivero; the second parcel is bounded on the north by Placido Camaso, south by Victorino Sibay, east by Luciano Gomez and on the west by Placido Camaso; the third parcel is bounded on the north by Carlos Asiong, south by Feliciano Taytay, east by Juan Redilla and on the west by Juan Boiser.

The fourth parcel is in the barrio of Malalay. Its boundaries are not specifically stated, but its superficial area is 5 gantas de siembra. The plaintiff admitted that he now possesses one parcel in this barrio, and the defendant swore positively that this was one of the seven parcels purchased.

In the second clause of the contract the defendant says: "My part (of the products) from all of my tenants is to be divided into equal parts between Mr. Noel and myself, my share is to be paid to Mr. Noel little by little, to be applied on payment of my indebtedness." That the plaintiff was to receive all the defendants' share of the products from said lands, one-half in lieu of interest and the other half to be applied on payment of the principal debt, there is no dispute. The plaintiff contends, however, that he was not only to receive such products from the lands which he sold the defendants, but also from the lands which they owned or possessed prior to the execution of the contract; while the defendants insist that the products from the lands which they owned prior to the 5th of March were not to be included in this part of the contract. The terms of the contract on this point are not clear. The defendants purchased certain lands from the plaintiff in the barrios of Malalay and Bulac for which they agreed to

pay P2,000. This fact appears in the last clause of the contract and immediately follows the defendants' expression - "from all of my tenants." This expression being somewhat ambiguous, the parties were allowed to present oral testimony for the purpose of clarifying this point, and this oral testimony, considered together with the terms of the contract, clearly shows that the defendants' position is the correct one.

The trial court found that the defendants received as their part of the harvest for the year 1907, 400 cavanese of corn and 30 quintales of tobacco. The only testimony which supports this finding of fact is that of one Mariano Montaño who testified that the plaintiff should have received these amounts. This witness went to the camarines of the defendants and saw a quantity of corn and tobacco stored therein. He did not measure the corn nor weigh the tobacco. He was in the camarines but once and then for about two hours only. The best he could do was to give an estimate of the amount of these products. At the time this witness was in the camarines there was deposited therein not only the products which the defendants received from the three parcels of land purchased from the plaintiff, but also the products from their other lands. He did not know on what lands this corn and tobacco were grown; while, on the other hand, Godinez and the two witnesses who guarded these camarines establish the fact that there was nothing like 400 cavanese of corn and 30 quintales of tobacco in said camarines. A part of this corn and tobacco had been grown upon the lands of the defendants which were not purchased from the plaintiff.

Both parties must comply with their respective obligations as stated in the contract and as clarified by the oral testimony, the plaintiff by turning over to the defendants the other four parcels of land, as above described, and the defendants, immediately after receiving from their tenants their share of the products from these seven parcels of land, by turning over to the plaintiff, in kind, one-half of such products in lieu of interest, and selling the other half and applying the money as part payment of the principal debt. The defendants must account to the plaintiff in this same manner for their share of the products of the three parcels from the time they took possession of said parcels in March, 1907.

For the foregoing reasons the judgment appealed from is hereby reversed and judgment will be entered in accordance with this decision. No special ruling as to costs. So ordered.

Arellano, C. J., Mapa and Moreland, JJ. concur.

DISSENTING

CARSON, J.:

I dissent. I am of opinion that the parties did not in fact consummate the alleged contract as to the terms of which there is an irreconcilable conflict in the evidence of record. The truth is that there never was "a meeting of minds" of the parties. The purchaser thought he was buying one thing for a certain consideration. The vendor thought he was selling something else for a consideration entirely different from that which the purchaser understood he was to pay. The alleged contract was only in part reduced to writing. The written memorandum admittedly fails to set out all the terms of the agreement which the parties undertook to make, and the parole evidence necessarily relied upon to make clear the true nature of this agreement leaves no doubt in my mind that while the parties thought they had made a contract, they did not do so in fact, and at no time were agreed either as to the land which one party desired to sell and the other to purchase, or as to the consideration therefor which one party was willing to give and the other to take.

Under these circumstances I think the court should declare that neither party acquired any rights under the abortive agreement; and that each should be required to make restitution of anything received by him by virtue of

the supposed contract, in accordance with the general principles governing cases of mutual misunderstanding and mistake.

I am convinced that any attempt to interpret and give effect to the alleged contract can not fail to result in "confusion worse confounded," and must necessarily do injustice to one party or the other, if it does not work an injury to both.

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