

**NEGROS DISTRICT CONFERENCE, INC., REVEREND LEUMIN ALONSO,
AS MODERATOR OF THE CONFERENCE, REVEREND ARTURO JASON,
AS MODERATOR OF THE 1972 CONFERENCE AND SPOUSES WINSTON
MAYPA AN...**

G.R. No. 57041. October 23, 1981

Ponente: AQUINO, J.

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AQUINO, J.:

The United Church of Christ in the Philippines has a church building erected on two unregistered parcels of land with an area of 571 square meters situated at the corner of the provincial road and General Luna Street near Iglesia Evangelica in the poblacion of Bayawan, Negros Oriental.

The executive committee of the Negros District Conference, Inc. voted on November 20, 1971 to approve the request of the "Bayawan Church" to exchange the site of its church building for the lot of the Maypa spouses (p. 44, Record on Appeal).

On November 15, 1972, the Dumaguete District Conference, Inc., through its moderator, Reverend Arturo Jason, sold the said parcels of land for P6,000 to the spouses Winston F. Maypa and Clarita Derequito. In the opening statement of the deed the vendor is designated as the Negros District Conference of the United Church of Christ in the Philippines, Inc. which is apparently an alter ego of the Dumaguete District Conference, Inc.

Sometime before that sale was consummated, or, on September 25, 1972, the Maypa spouses sold for P3,000 to the Dumaguete District Conference, Inc. (also represented by Moderator Jason) a parcel of unregistered land with an area of 1,045 square meters located at Zamora Street in the poblacion of Bayawan. A new church building was constructed on that lot. The congregation of the United Church of Christ was supposed to transfer to that new church on July 9, 1979. There is an allegation that the transfer was already effected in September, 1978 (pp. 5 and 11, Record on Appeal).

Reverend Lamberto Vaño, the pastor of the United Church of Christ in Bayawan, was opposed to the transfer to the new church. In view of his opposition, the executive committee of the Negros District Conference removed him and named a new pastor in his place. Vaño was informed of his removal in a letter dated June 26, 1978 signed by Moderator Leumin P. Alonso of the Negros District Conference. He was replaced by Reverend Samuel Raterta in spite of the fact that the judicial commission of the Negros District Conference restrained the executive committee from removing Vaño (pp. 18 and 27, Record on Appeal).

Vaño claims that his removal was an act of harassment and that his term as pastor was in fact extended to 1981 by the church congregation in Bayawan.

On August 9, 1978, Vaño and fifteen adherents of the United Church of Christ in Bayawan (composed of the chairman, secretary, treasurer, auditor, financial secretary and ten members of the local church council) filed a class suit in the Court of First Instance of Negros Oriental against the Negros District Conference, Inc. and the

Maypa spouses (Civil Case No. 7049).

The objectives of the suit are to annul the said sales and to restore Vaño to his position as pastor. The plaintiffs alleged that the two parcels of land, allegedly valued at P100,000, were sold to the Maypa spouses for the grossly inadequate price of P6,000 while the land purchased from the Maypa spouses had a fair market value of only P20,000. Moreover, the sale to the Maypa spouses was not approved by the congregation of the local church of Bayawan.

The Maypa spouses filed a motion to dismiss the complaint on the grounds of lack of jurisdiction, lack of cause of action, prescription and estoppel.

The Negros District Conference, Inc., a religious corporation, also filed a motion to dismiss on the grounds of lack of jurisdiction and lack of cause of action (the plaintiffs allegedly did not exhaust their remedies within the church) and on the additional ground that the plaintiffs have no legal capacity to sue because they cannot represent the sect known as the United Church of Christ in the Philippines.

The trial court in its order of April 27, 1979 dismissed the complaint. It held that the plaintiffs, not being parties to the two contracts, could not impugn the same.

Seven of the sixteen plaintiffs filed a motion dated August 29, 1979, withdrawing from the case because they had ceased to be members of the church.

The heirs of Felix Pioquinto, the alleged original owner of the 321-square-meter land where the old church stands, filed a complaint in intervention dated August 23, 1979 wherein they prayed that the sale of the land to the Maypa spouses be annulled. They alleged that the said land was donated in 1917 by Felix Pioquinto to the United Church of Christ on condition that it would be used solely as the site of a church building and that the sale of the land to the Maypa spouses was a violation of that condition.

The lower court did not allow the intervention because the case had already been decided. The plaintiffs appealed to the Court of Appeals. It took their lawyer eighty-six days (an original period of sixty days and three extensions) to submit their 107-page mimeographed record on appeal which has no subject-index.

For the filing of appellants' brief, appellants' lawyer was given an original period of forty-five days and an extension of ninety days (April 21 to September 3, 1980). However, contrary to the policy and practice of the Court of Appeals, as embodied in its Banc resolution of March 21, 1971, 67 O.G. 2578, the resolution granting the ninety-day extension did not contain "the warning that upon failure to file the brief within this period the appeal will either be dismissed for failure to file appellant's brief" or given due course without appellee's brief for failure to file it.

The practice of granting the ninety-day extension with that warning was intended "to save time, money and effort and to attain greater efficiency in the operation of the Court" of Appeals.

Yet, in the instant case, no warning was given. Appellants' lawyer filed motions dated July 3 and August 29, asking for second and third extensions of fifteen days and thirty days, respectively. The Fifth Division of the Court of Appeals in its resolution of September 30, 1980 granted the appellants a second extension of thirty days (in addition to the ninety days), or up to October 2 within which to file their brief.

Although the appellants had been granted already 165 days or five and a half months within which to file their brief (April 21 to October 3), they were not able to file it within that period. Their lawyer asked for another extension of fifteen days from October 1, then an extension of ten days from October 15 and lastly an extension up to November 3, 1980 within which to file his brief.

Flabbergasted by the long extension, defendants-appellees filed an urgent motion dated October 21, 1980 and a supplemental motion dated November 11, 1980 for the dismissal of the appeal. The Fifth Division in its resolution of November 28, 1980 granted the fifth extension (without acting on the motions for third and fourth extensions) "provided that the brief would be filed on or before October 25, 1980" (p. 48, CA Rollo). The Court deferred the action on the motion to dismiss the appeal which admittedly contained "plausible reasons".

Appellants asked for a sixth extension or up to November 7 within which to file their brief. It was not acted upon by the Court of Appeals.

They mailed their brief on November 7 and it was received in the Court of Appeals on November 19. It contained ten pages. Two hundred days were required by the appellants to prepare their ten-page brief.

The Court of Appeals in its resolution of December 18, 1980 denied appellees' motion to dismiss the appeal and after considering appellants' sixth motion for an extension to file their brief on or before November 7, admitted their brief and gave appellees forty-five days from notice to file their brief.

The appellees in their motions of December 17 and 29, 1980 asked for the suspension of the period within which to file their brief and again moved for the dismissal of the appeal. They also filed a motion dated February 23, 1981 for the reconsideration of the resolution denying their motion to dismiss the appeal.

The Court of Appeals in its resolution of May 13, 1981 denied that motion for reconsideration, gave the Maypa spouses, as appellees, an extension of ninety days within which to file their brief but without the warning required in its 1971 resolution, and granted appellee Negros District Conference, Inc. 45 days within which to file its brief. The appellees filed their brief on June 5, 1981.

On July 2, 1981, the appellees filed in this Court the instant petition for review (in reality a special civil action of certiorari) wherein they assailed the resolution of the Court of Appeals admitting appellants' brief and denying their motion to dismiss the appeal.

The issue is whether the Court of Appeals committed a grave abuse of discretion in not dismissing private respondents' appeal.

The Court of Appeals did not adhere to the rule that "extension of time for the filing of briefs will not be allowed, except for good and sufficient cause" (Sec. 15, Rule 46, Rules of Court). It was unduly liberal in granting extensions. It ignored its 1971 Banc resolution regarding the ninety-day extension which is reaffirmed in Article VI, paragraph (D)(1)(b) of the Court of Appeals' Internal Operating Procedures approved in the Banc's Resolution No. 163 dated April 30, 1979.

It allowed appellants' counsel to trifle with the Court and to make a mockery of appellate practice. The Division clerk of court, who should be aware of the 1971 resolution regarding the ninety-day extension, should at least have called the Court's attention to the necessity of complying with it.

Nevertheless, since appellees' brief had already been filed and the case has been submitted for decision, the ends of justice would be better served if this case is decided on the merits as soon as possible. This Court in its resolution of October 5, 1981 advised the parties that because the appeal involves a question of law, it is within this Court's exclusive appellate jurisdiction and that, eventually, it would be certified by the Appellate Court to this Court pursuant to section 31 of the Judiciary Law and section 3, Rule 50 of the Rules of Court. The record has already been elevated to us. So, the case should be decided now by this Court.

The question is whether the trial court erred in dismissing appellants' complaint. An examination of the order of dismissal shows that it is a confusing and cockeyed order and that the trial court was not careful in preparing it.

The trial court said:

"The issues at bar are:

1. whether or not the deed of sale executed by the defendants Maypas in favor of the Negros District Conference, Inc. and the deed of sale executed by the Negros District Conference, Inc. in favor of the Maypas (are) valid on its (sic) face;
2. whether the Negros District Conference, Inc. has the authority to enter into a contract;
3. whether the plaintiffs suffered damages as a result of the transactions entered by the defendants, and
4. whether one who is not a party to the two contracts subject matter of the present complaint for annulment can assail the contracts.

"As a rule, a contract cannot be assailed by one who is not a party thereto (Singson vs. Saldajeno, G.R. No. L-27343).

"Going over the grounds of the defendants in their motion (sic) to dismiss, sustain the view that the answers to the questions asked for are all in the affirmative.

"Wherefore, finding the motion (sic) to dismiss well-founded and meritorious, and the opposition thereto not justifiable, as plaintiffs have not even bothered to present the Constitution and By-laws of the United Church of Christ, on who can enter into a contract and bind the United Church of Christ, said motions to dismiss are hereby granted and the complaint for annulment of contract filed by the plaintiffs is hereby dismissed without costs" (p. 34, Record on Appeal).

The plaintiffs submitted to the court the church's constitution and by-laws and then moved for the reconsideration of the dismissal order. Their motion was denied in the trial court's minute order of August 8, 1979.

The dismissal order, with its incorrect grammar and syntax, gives the impression that it was hurriedly prepared, that it was not the fruit of conscientious study and that the trial court simply wanted to terminate the case then and there.

The trial court said that after going over the grounds of the motions to dismiss, its "answers to the questions asked" or to the issues which it had stated "are all in the affirmative". If that were so, then the trial court admitted that the plaintiffs suffered damages as a consequence of those sales and that they could assail the sales even if they are not parties thereto.

To sustain that dismissal order would be to sanction its contradictory implications. Moreover, the trial court overlooked that plaintiffs' action is not confined to the annulment of the two sales but includes the restoration of Vaño to his position as pastor.

Without prejudging the case and considering the rule that in a motion to dismiss based on lack of cause of action the defendant hypothetically admits the truth of the allegations of the complaint, we hold that the plaintiffs' action is not totally unmeritorious and that it should not have been dismissed outright. The trial court should have deferred the resolution thereof until the trial, a procedure allowed under section 3, Rule 16 of the Rules of Court.

The plaintiffs contend in their complaint that the power to dispose of the two parcels of land on which the old church of the United Church of Christ in Bayawan stands belongs to the local congregation. Their theory is that the local church council of Bayawan (whose members are the plaintiffs in this case), acting as a board of trustees, is empowered by section 16, Article I of the by-laws of the United Church of Christ "to undertake all transactions involving the real properties of the church, such as acquisition, purchase, lease, mortgage, sale, donations and the like, and present recommendations on the same to the Church Council. Final action on the disposition,

conveyance, lease, mortgage, or alienation of said properties resides in the congregation" (p. 67, Record on Appeal).

The appellees in their brief have not invoked any provision of the constitution and by-laws to sustain their contention that the Negros District Conference, Inc. is vested with authority to sell the church site to the Maypas. The deed of sale was signed in behalf of the Dumaguete District Conference, Inc. It has not been clarified whether the Dumaguete District Conference, Inc. is the same as the Negros District Conference, Inc.

There is no showing that the said land was owned by the United Church of Christ and could be alienated by the Negros District Conference, Inc. or whether it was actually owned by the local church of Bayawan. The complaint in intervention of the heirs of Felix Pioquinto shows that part of the land was ceded to the local church and not to the Negros District Conference, Inc. or to the national church.

The precipitate dismissal of plaintiffs' complaint in an order that is plainly deficient in cogency and plausibility shows that the plaintiffs were not accorded their full day in court.

Civil courts will not interfere in the internal affairs of a religious organization except for the protection of civil or property rights. Those rights "may be the subject of litigation in a civil court, and the courts have jurisdiction to determine controverted claims to the title, use, or possession of church property" (76 C.J.S. 874-5).

"Where a civil right depends upon matters of an ecclesiastical nature, the civil tribunal tries the civil right and nothing more, taking the ecclesiastical decision out of which the civil right arises as it is found, and accepting such decision as a matter adjudicated by another jurisdiction." (Syllabus, *Verzosa vs. Fernandez*, 55 Phil. 307, 321; *Gonzalez vs. Roman Catholic Archbishop of Manila*, 51 Phil. 420, 434).

With respect to the trial court's ruling that the plaintiffs cannot assail the two sales because they are not parties thereto, it suffices to state that the defendants hypothetically admitted that the plaintiffs have instituted a class suit and that they have proceeded on the assumption that the sale of the church site was not authorized or was undertaken by the wrong party, in which case the sale would be an un-enforceable contract (Arts. 1317 and 1403, Civil Code).

WHEREFORE, the trial court's order of dismissal is set aside. The defendants should answer the complaint as well as the complaint in intervention of the heirs of Felix Pioquinto. The trial court should thereafter hold a pre-trial and explore the avenues for an amicable settlement of the case. If no compromise can be reached, then it should try the case on the merits. No costs.

SO ORDERED.

Barredo, (Chairman), Concepcion, Jr., Abad Santos, and De Castro, JJ., concur.

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