

**BIBIANA ISAAC AND MARIANO, EMETERIO, LEOCADIO AND
CONCEPCION ABELLA E ISAAC, PLAINTIFFS AND APPELLANTS, VS.
FILOMENA PADILLA, ADMINISTRATRIX OF THE ESTATE OF THE
DECEASED FELICI...**

G. R. No. 8821. September 24, 1915

Ponente: ARAULLO, J.

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ARAULLO, J.:

The action brought in these proceedings by the plaintiffs is one for the restitution of possession to them by the defendant of a parcel of rice land, described in the complaint, which they allege they own by right of inheritance from the deceased Manuel Abella who, prior to his death, leased it to Feliciano Padilla at an annual rental of 5,000 gantas of rice. Plaintiffs further allege that they were deprived of the possession of this land by the heirs of the said Feliciano Padilla upon the latter's death on November 21, 1897, and that they continued being deprived thereof by the administratrix of the estate of the said deceased, who had included the land in the general inventory of the property of that estate. Plaintiffs also prayed that they be awarded, as losses and damages for being deprived of the rents corresponding to the years from 1897 to 1906, a certain amount of rice or its equivalent in money, and another amount of rice or its equivalent, also in money, from the said year 1906 until final judgment should be rendered in the case. The defendant answered the complaint by a denial of the fundamental facts therein set forth and alleged that the issue raised had already been decided adversely to the plaintiffs by the same Court of First Instance of Ambos Camarines in civil case No. 335, to wit, in the proceedings in re the administration of the estate of the deceased Padilla, from which judgment plaintiffs had appealed, and that their right of action had prescribed. After the hearing of the case and the introduction of evidence, the said court, on July 25, 1912, rendered judgment dismissing the case on the ground that the cause of action was already *res judicata*, and absolving the defendant from the complaint, with the costs against the plaintiffs.

The latter having excepted to this judgment and having been denied a new trial, excepted to the ruling and filed with this Supreme Court the proper bill of exceptions for the review of the case.

The evidence discloses: (1) That, on October 11, 1884, Feliciano Padilla executed a document which reads as follows: "In Nueva Caceres, this 11th day of October, 1884, before the witnesses who will be named at the end hereof, I, Don Feliciano Padilla, formerly a captain of this city, do hereby declare it to be true that I have sold to Don Manuel Abella, a notary public of this province, a parcel of rice land belonging to me, situated in Francia and S. Felipe, within the limits of this pueblo, with right of repurchase, for the sum of one thousand pesos (P1,000) which in current silver coin I have received from the purchaser, the deed of sale of which land I attach hereto. The further condition under which this sale is made is that I shall till the said land for two consecutive years and pay him annually five thousand gantas of rice, provincial measure, delivered at his depository. For the fulfillment of all the foregoing, I waive all rights that may lie in my behalf and submit myself to the courts and the laws. I so state under my signature in the presence of the witnesses D. Jose Ojeda 3d and Don Mariano Ordenanza, both of age and in the full enjoyment of all their rights, prominent residents of this provincial capital, who, in a necessary

case, will certify to the statements herein made."

(2) That, after the execution of the document above transcribed, Feliciano Padilla held possession of the land therein mentioned until his death which occurred on November 21, 1897, since which date it was held by the heirs and, later, from June, 1907, by the administratrix of the estate of the deceased; that this land was included in the general inventory of the said estate in the proceedings had relative to its administration and is the same land referred to in the complaint as that leased by Manuel Abella to Feliciano Padilla

(3) That, on December 16, 1889, Feliciano Padilla paid to Manuel Abella P500 of the P1,000 mentioned in the said document, and, after the death of Manuel Abella in the year 1896 and upon the institution of proceedings in re the administration of the estate of the deceased Padilla, Bibiana Isaac (Abella's widow) on June 4, 1908, presented to the commissioners of appraisal and claims of that estate a claim against the latter for the sum of P6,000, together with legal interest thereon, attaching to her petition the following account: "Liquidation account presented to the commissioners appointed by the honorable judge of first instance, 8th Judicial District, by Da. Bibiana Isaac, widow of Don Manuel Abella, of the debt contracted by D. Feliciano Padilla towards her deceased husband:

1884. Debt of October 11.....

P1,000

1889. December 16, payment.....

500

P500

Interest for the five years from 1885 to 1889, cavanos.....

1,500

Interest for the 18 years from 1890 to 1907.....

2,700

Cavanos

4,200

Payments.

1887, August 6,

delivered

105

cavanes

" " 17,

"

50

"

1888, September 22,

"

300

"

1889, December 9,

"

33

"

1893, March 18,

"

82

"

570

cavanes

Cavanes owing

4,200

Cavanes paid on account

570

Remainder

3,630

(Sgd.) BIBIANA ISAAC.

On January 16, 1900, Mr. L. Arejola paid by order of P. T.
Padilla.....

P1,000

RECAPITULATION.

Value of 3,630 cavaness of rice at P2 per cavan.....

P7,260

Principal

500

Total

7,760

Payment on account, January 16, 1900.....

1,000

Remainder

6,760

Allowed.....

760

Total remainder.....

6,000

Nueva Caceres, June 4, 1908.

(4) That the commissioners decided the said claim favorably to the claimant; that the administratrix of the estate of the deceased Padilla appealed from this decision to the Court of First Instance of Ambos Camarines which decided the matter after hearing the parties and the deceased Abella's other heirs who joined with their mother, Bibiana Isaac, and who, with her, are the herein plaintiffs; that said court, upon the grounds that, pursuant to the provisions of article 1966 of the Civil Code, the claimants' right of action to require payment of the sum specified in the liquidation account above transcribed (defendant's Exhibit 2) had prescribed, issued an order on July 27, 1910, denying the said claim; and that Bibiana Isaac and Abella's other heirs appealed therefrom to this Supreme Court, but afterwards withdrew their appeal, whereby the said order became final. Article 1252 of the Civil Code prescribes: "In order that the presumption of *res adjudicata* may be valid in another suit, it is necessary that, between the case decided by the sentence and that in which the same is invoked, there be the most perfect identity between the things, causes, and persons of the litigants, and their capacity as such."

"The defense of *res judicata*" says Escriche in his work *Diccionario de Legislation y Jurisprudencia* (volume 2, page 577, edition of 1874), "is not applicable except with respect to the particular subject matter of the action. It is necessary that the complaint be renewed for the same thing, for the same cause, between the same parties and in their same capacity."

As is seen by the evidence above mentioned, the parties herein and in the proceedings in re the administration of the estate left by Feliciano Padilla are the same and have exercised their respective rights in the same capacity in both actions, for the plaintiffs did so as the successors in interest or heirs of the deceased Manuel Abella, and the defendant as the administratrix of the estate of the deceased Feliciano Padilla. But in those proceedings for the settlement of the estate what the plaintiffs demanded was the payment of a specified sum of money, as a result of a total liquidation of the principal and interest owing by Feliciano Padilla to Manuel Abella, the predecessor in interest of these same plaintiffs, and in this suit what is asked is the restitution of possession by the defendant-administratrix to the plaintiffs of a parcel of land of which the latter claim to be the owners by right of inheritance from their deceased father, Abella, and which they allege is detained by the said administratrix and the heirs of Feliciano Padilla, as well as the payment of a certain amount of rice as indemnity, to cover losses and damages for the rents pertaining to this land which, with its products, according to the complaint, was appropriated by the said administratrix and heirs of Padilla. Wherefore it is very clear that no identity exists between the things and rights of action in each of these suits, and the judgment appealed from cannot be sustained upon the alleged ground of *res judicata*.

It appears, however, from the same evidence, according to the document Exhibit A executed by Feliciano Padilla on October 11, 1884, transcribed in this decision, that on this date he sold to Manuel Abella, under right of repurchase, the rice land to which the document refers, for the sum of P1,000 and for the term of two years during which Padilla should hold it under a lease for the price of 5,000 gantas of rice per year; and that this land is the same which is mentioned in the complaint as being the property of the plaintiffs and detained by Padilla's heirs and the administratrix of the deceased's estate.

It also appears that, the period for redemption having expired on October 11, 1886, without the vendor Padilla availing himself of this right, the land continued in his possession, with no opposition whatever on the part of the vendee, Abella, who subsequently, on December 16, 1889—that is, three years after the expiration of that period—received from Padilla, as shown in the liquidation account (Exhibit 2) the sum of P500 as a partial payment on the P1,000, the price of the land, and in the years 1887, 1888, 1889, and 1893 a certain number of cavanos of rice paid, as set forth in the liquidation settlement, on account of the interest on the principal still owing Padilla; and that on January 16, 1900, Abella having died, his heirs also received from a brother of Padilla the P1,000

mentioned in the said document, Exhibit 2, as a payment in connection with the account between Abella and Padilla, which in the same liquidation was credited to the latter on the interest owing by him up to the date of the liquidation, June 4, 1908,— there resulting a balance against the administration and Padilla's heirs of P6,000. This liquidation account, as hereinbefore stated, was presented by the plaintiffs, as Abella's heirs, to claim from the commissioners of appraisal of that administration the payment of this sum of P6,000— a payment denied by the court in its order of July 27, 1910, which order has become final by reason of plaintiffs' withdrawal of the appeal they had taken therefrom.

It appears, then, that the contract of sale with right of repurchase of the rice land mentioned in the complaint, which, according to the document of October 11, 1884 (plaintiffs' Exhibit A), was executed by and between Feliciano Padilla and Manuel Abella on the said date, was modified by their own acts; first, by Abella himself and afterwards by his heirs,—by Abella's failure to make use of his right to enter into the possession of the land upon the expiration of the period for its redemption, by receiving, on the contrary, from the vendor, Padilla, three years afterwards, one-half of the price of the sale and various amounts of rice as interest upon the P500 remaining; by Abella's successors and heirs' receiving after his death another P1,000 on account of the interest owing up to then, and, finally, by setting aside the stipulations of the said document and requiring from the administratrix of the estate of the deceased Padilla the payment of P6,000 as a balance disclosed by the liquidation of accounts between Manuel Abella and Feliciano Padilla, representing a personal credit of the former, now of his heirs, against the estate of the latter.

The obligation, therefore, of Feliciano Padilla, now of his heirs or of the administratrix of the estate of this deceased, the defendant, which originated from the contract of sale with right of repurchase set forth in the document Exhibit A, has ceased to exist or rather has been extinguished, by novation of that contract through the substitution of another obligation incompatible therewith; and by virtue of such novation Manuel Abella was not, prior to his death, the owner and proprietor, nor are his heirs now the owners and proprietors, as alleged in the complaint, of the said land, and the administratrix of Padilla's estate is not obliged to pay to the plaintiffs the price of the lease of the said land, likewise specified in that document; nor is the possession of the land legal, that is now held by the said administratrix and Padilla's heirs, because the plaintiffs by their own acts became the personal creditors of the heirs of the deceased Feliciano Padilla for the sum of P6,000 as a balance of accounts in the said liquidation.

For the foregoing reasons the judgment appealed from should be, as it is hereby, affirmed, with the costs of this instance against the appellants. So ordered.

Arellano, C. J., Torres, and Johnson, JJ., concur.

Moreland, J., concurs in the result.

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