

VICTORIA DOMINGUEZ, SUBSTITUTE FOR THE DECEASED JESUSA D. GARCIA, SALOME D. GARCIA, BELEN D. GARCIA, FILEMON D. GARCIA, AND JOSE D. GARCIA, ALSO REPRESENTED BY VICTORIA DOMINGU...

G.R. Nos. 74960-61. November 27, 1987

Ponente: PARAS, J.

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PARAS, J.:

Before Us is a petition to review the ruling[1] set down by the Intermediate Appellate Court in AC-G.R. No. CV-03691 (Originally Civil Case No. 137527 of the Regional Trial Court, Manila, an action for Damages and Mandamus with Preliminary Injunction filed by private respondent-appellee William Lee to compel petitioners-appellants herein to execute a deed of sale in his favor of a parcel of land containing an area of 52.91 square meters situated in Raon Street, Quiapo, Manila) and in AC-G.R. CV No. 03692 (Originally Civil Case No. 138425 of the Regional Trial Court, Manila, an action for Legal Redemption and Damages filed by herein petitioners-appellants praying that they be allowed to redeem from the private respondent a parcel of land containing an area of 270 square meters situated in Raon Street, Quiapo, Manila). At first the sale was conditional (the condition being that the buyer should shoulder the payment of the mortgage loan and taxes and survey and other fees). The condition having been allegedly already complied with, the buyer (private respondent herein) eventually sued for the execution of an absolute deed of sale. In effect the appellate court affirmed in toto the judgments[2] of the lower court in the two (2) cases which were tried jointly, the dispositive portion of its decision reading:

“WHEREFORE, judgment is hereby rendered:

“In Civil Case No. 137527, ordering the defendants to sell, transfer and convey to plaintiff William Lee the 52.91 square meters which is a portion of the 322.91 sq. m. lot covered by TCT 127502, upon full payment by plaintiff of the sum equivalent to P700.00 per square meter; to pay plaintiff the following amounts: P10,000.00, as and for moral damages, P10,000.00 as and for attorney's fees.

“In Civil Case No. 138425, the legal redemption sought by plaintiffs Jesusa Garcia, et al., being without foundation, it should be, as it is hereby DISMISSED.

“In both cases, costs of suit shall be borne by the Garcias, namely: Jesusa, Salome, Filemon and Jose, all surnamed Garcia.” (pp. 42-43, Rollo)

In interposing their appeal to the appellate court, petitioners herein as appellants therein alleged the following errors:

IN AC-G.R. CV NO. 03691

"THE TRIAL COURT ERRED IN ADOPTING AND COPYING THE STATEMENT OF FACTS IN THE DECISION IN CIVIL CASE NO. 122927, BRANCH 32, COURT OF FIRST INSTANCE OF MANILA DATED DECEMBER 3, 1980 MARKED AS EXHIBIT 'D', AND DULY EXECUTED, WITHOUT REGARD TO THE STATEMENT OF FACTS AS DECLARED IN OPEN COURT BY APPELLEE.

"THE TRIAL COURT ERRED IN HOLDING THAT APPELLEE HAD MADE A CASE AGAINST THE DEFENDANTS-APPELLANTS AND THAT APPELLANTS ARE ORDERED TO SELL, TRANSFER AND CONVEY TO APPELLEE THEIR CO-OWNERSHIP PROPERTY OF 52.91 SQ. METERS WHICH IS ADJACENT TO APPELLEE'S PROPERTY OF 270 SQ. METERS WITHOUT THE BENEFIT OF CONTRACT.

IN AC-G.R. CV NO. 03692

"THE TRIAL COURT ERRED IN DISMISSING THIS CASE BASED ON A FLIMSY REASON THAT THE SAME IS 'WITHOUT FOUNDATION' THE TRUTH AS RECORDS WILL SHOW, THAT NO PRE-TRIAL WAS EVER HELD NOR EVIDENCE PRESENTED." (p. 43, Rollo)

In order to have a better grasp of the issues at bar, the findings of fact and conclusions of the trial court which were quoted with approval by the appellate court in the body of its assailed decision are now considered and reproduced herein, to wit:

"These two cases, however, take their roots from another case (CC No. 122947) filed by William Lee against Tirso, Demetria, Concepcion, Rosario, Dolores, Mario, all surnamed Garcia; Raquel Garcia-de Leon and Carmen Munoz, the co-heirs of the other Garcias in the two above-named cases which were heard and decided by Judge Artemon Luna, presiding Judge of Branch XXXIII, this Court, and wherein the court decided in favor of William in that the latter was granted ownership over the 270 square meter portion of the 320 square meter lot.

"To have a better perspective of these two cases, presently under litigation, it is best to fall back on the case decided by Judge Luna, the facts and the evidence therein being substantially the same as that in the herein mandamus case. Thus, reproduced herein-under, are pertinent portions of the decision in Civil Case No. 122927, offered by plaintiff William Lee in the mandamus case as one of his documentary exhibits (Exhibit 'D'), the findings of fact by the Court providing adequate backdrop for the two cases now under consideration, to wit:

'Plaintiff is the manager of the Pan Bicol Marketing Corporation, with residence/business address at 610 Quezon Blvd., Quiapo, Metro Manila.

'Tirso Garcia, Jr., Demetrio Garcia, Concepcion Garcia, Rosario Garcia, Raquel Garcia de Leon, Mario Garcia, Carmen Munoz, and Dolores Garcia, the herein defendants, and Salome D. Garcia, Filemon D. Garcia, Jesusa D. Garcia, Jose Garcia and Tito Garcia are co-owners of a parcel of land situated in Raon St., Quiapo, Manila, with an area of 410.30 sq. m., more or less, and more particularly described as follows:

(technical description omitted)

'This property was formerly covered by TCT 111152 of the Manila cadastre, and registered in the names of: (1) Rosario Robles, widow, 98/168; (2) Tirso Garcia, Jr., married to Placida Matias, 14/168; (3) Demetria Garcia, single, 14/168; (4) Concepcion Garcia, married to Francisco Testa, 14/168; (5) Raquel Garcia, married to Romeo de Leon, 2/168; (6) Jesusa Garcia, single, 2/168; (7) Rosario Garcia, 16 years, 2/168; (8) Salome Garcia, 13 years, 2/168; (9) Filemon Garcia, 9 years, 2/168; (10) Jesusa Garcia, 7 years, 2/168; (11) Belen Garcia, 6 years, 2/168

(12) Mario Garcia, married to Milagros de Leon, 7/168; and (13) Tito Garcia, married to Maria Dolores Morales, 7/168 (Exh. E). There is annotated at back of this title: 'Entry No. 2372/T-111152-MORTGAGE - IN FAVOR OF: PHILIPPINE TRUST COM., --- to guarantee a principal obligation in the sum of P25,-000.00 with interest at the rate of 12% per annum; x x x.'

"This property is now covered by three (3) separate TCTs No. 127500 with an area of 26.94 sq. m.; No. 127501 with an area of 60.45 sq. m.; and No. 127502 with an area of 322.91 sq. m. also in the names of the aforesaid registered owners with the same equivalent share as appearing in TCT 111152. The 270 sq. m. portion of the 322.91 sq. m. covered by TCT 127502 is the property in liti-gation."

"Appellee William Lee's version is recited in the decision dated November 3, 1980 in the aforesaid Civil Case No. 122927 of the then CFI of Manila, Branch XXXIII (copy of which judgment was admitted in evidence as Exhibit 'D' for appellee), as follows:

"Sometime in April, 1977 or thereabouts, plaintiff (Appellee here) saw a sign 'for sale' with a 'telephone number' posted in the lot. He called up the phone number and was able to talk to a certain Mario Pajarillo. He went to his residence/establishment and personally accompanied and introduced him to Atty. Antonio Nuyles at the latter's law office. During that encounter, Atty. Nuyles represented himself as the legal counsel of the 'Heirs of Tirso Garcia' and told them that he was taking charge of the sale of the property. This is confirmed by Exhibit 'A' a letter signed by Atty. Nuyles, as 'counsel for the Heirs of Tirso Garcia' (Exh. A-2), which is addressed to plaintiff. Plaintiff from then onward would see Atty. Nuyles in his law office and Atty. Nuyles briefed him on the nature of the property, that is, that it is mortgaged for P25,000 with the Philippine Trust Company, that the estate and inheritance taxes are still unpaid, that the property has to be surveyed to segregate portions for flood control and road widening, and that if plaintiff is interested in buying the pro-erty, he would have to shoulder/advance the needed cash to pay for those obligations/charges. Plaintiff agreed. Upon the condition that the amount which plaintiff would advance/pay in connection therewith would form part of the consideration of the purchase price. Atty. Nuyles agreed to this counter-proposal. Atty. Nuyles also committed himself to take charge of preparing the deed of sale as well as assume full responsibility in having the registered owners sign the deed of conveyance.

"On June 16, 1977, plaintiff paid P29,-109.79 to the Philippine Trust Company as part payment of the estate's mortgage indebted-ness (Exh. C). On the same date, plaintiff also paid P24.53 to the bank representing (completion of) full payment of the mortgage indebtedness. (Exh. C-1)

"On June 28, 1977, plaintiff likewise paid P20,865.68 as estate and inheritance taxes, evidenced by a receipt signed by Atty. Nuyles for the 'Heirs of Tirso Garcia' (Exh. C).

"Also on June 28, 1977, plaintiff further paid P1,000 to two of the co-owners, Mario Garcia and Milagros L. Garcia, evidenced by receipts signed by these heirs (Exhs. C-3, C-4 and C-5).

"On July 1, 1977, plaintiff further-more paid P2,000, to geodetic engineer Marino Sacro as surveyor's fees, evidenced by a re-ceipt dated July 1, 1977 (Exh. C-5).

"Atty. Nuyles, on his part, as legal counsel and representative of the co-owners, delivered TCT 111152 to Maria Pajarillo (Exh. 6), who in turn delivered the title to plain-tiff (Exh. 7). After property was surveyed and subdivided and TCT 111152 was cancelled, TCTs 127500, 127501 and 127502 were issued and in turn were also delivered to and kept by plaintiff.

"Sometime in July, 1977, Atty. Nuyles prepared a conditional deed of sale (Exhs. B, B-1, B-2, and B-3). x x x

(the terms and conditions of the said deed of conditional sale are quoted in the same decision but We deem it unnecessary to quote the same here)

"Those who signed the document were Tirso Garcia, Jr., Demetrio Garcia, Raquel Garcia de Leon, Concepcion

Garcia, Rosario Garcia, Mario Garcia, and Tito Garcia represented by his wife Maria Dolores Garcia (Exhs. B--4 to B-13). And those who did not sign were Salome Garcia, Belen Garcia, Jesusa Garcia and Filemon Garcia. In view of the failure of those co-owners to sign the deed, plaintiff had to see Atty. Nuyles on many occasions to inquire from him why those co-owners failed, and, at the same time demanded from him as counsel and representative of the co-owners to compel those co-owners to sign the document. When these co-owners failed and Atty. Nuyles also failed to live up to his promised commitment, the plaintiff referred the matter to his lawyer, who, on September 15, 1977, wrote the Heirs of Tirso Garcia, c/o Atty. Antonio Nuyles (Exhs. F, F-1, F-2, F-3), demanding execution of the deed of absolute sale, or for return of the amount which plaintiff has paid within 10 days from receipt of the letter. This letter was received by Atty. Nuyles on September 23, 1977 (Exh. F-5). Plaintiff waited but no deed of absolute sale was executed, no amount was returned, and Atty. Nuyles failed to respond. Plaintiff again saw it fit to confer with Atty. Nuyles, and suggested that if the heirs who did not sign the deed were demanding for a higher price, he would be willing to pay that price so that the deed of absolute sale can be effectuated. Nothing came out.

“On November 1, 1977, plaintiff filed an estafa case (I.S. No. 77-36776) with the City Fiscal's Office of Manila. During its pendency, the herein defendants-Garcias, named respondents, offered to execute the final deed of sale covering their 270 sq. m. share of the property. Atty. Nuyles agreed to prepare the deed. And plaintiff agreed to buy the same. As concretized, plaintiff went to Atty. Nuyles' law office with two PCIB checks 1994444 and 1994449 worth P96,550, and P136,000 (Exhs. G and H) which he tendered as payment of the balance of the purchase price of the lot. To this surprise, Atty. Nuyles refused, and instead offered to accept the money. Plaintiff discovered that the reason for the turnabout was that defendant Tirso Garcia, Jr., Demetrio Garcia, Concepcion Garcia, Raquel Garcia de Leon, Rosario Garcia, Mario Garcia, Dolores Garcia, and Carmen S. Munoz had in the meanwhile surreptitiously sold the same property to their co-defendant Espilita G. Chan (Exhs. I, I-1 and I-2). Plaintiff therefore, filed a notice of adverse claim (Exh. C) and this action.” Rollo, pp. 44-49)

Relying on the aforementioned facts, the appellate court ruled adversely against the petitioners on the two (2) errors assigned.

Petitioners now come to Us on certiorari to review the judgment of the appellate court alleging misapprehension of facts and practically raising the same arguments and assignments of errors as those raised in the Intermediate Appellate Court.

Petitioners' averments in their memorandum read as follows:

1. The trial court erred in adopting and copying the statement of facts in the decision of Civil Case No. 122927, Branch 32, Court of First Instance, dated December 3, 1980 marked as Exh. "D" despite the fact that petitioners are not parties thereto, not having signed the deed of conditional sale.
2. The action filed by the plaintiff (private respondent William Lee) should have been one for Specific Performance instead of Mandamus.
3. As to issue on legal redemption, petitioners charge the appellate court with affirming the conclusion of lower court without legal basis.
4. The Intermediate Appellate Court sweepingly and lopsidedly quoted with approval the findings of fact of the lower court.

Such contentions of petitioners do not deserve Our consideration.

The records show that Exhibit “D” or the assailed decision in Civil Case No. 122927, during the trial on October 21, 1982 (t.s.n. p. 14, October 21, 1982) was formally offered and admitted as one of the documentary evidence

for the private respondent without being objected to nor controverted by the petitioners. While it is true that the New Rules of Court provide that the Court shall consider no evidence which has not been formally offered, it is equally true that a Court can consider evidence which has been presented and formally offered during trial. This is especially true in a situation where petitioners, although not defendants in Civil Case No. 129927, are involved as co-heirs or co-owners over a 322.91 square meter-lot which they (petitioners) and the other co-heirs (who were made defendants in Civil Case No. 122927) jointly and severally offered for sale through their authorized representative and counsel, Atty. Antonio Nuyles, as well as jointly and severally reaped benefits from the payment made by the herein private respondent on the mortgage to the bank, the payment of real estate and inheritance taxes to the government as well as the payment of the survey fees.

Petitioners aver that private respondent's action should be one for Specific Performance instead of Mandamus. Such contention was denied by private respondent alleging that while the two cases are being heard by the trial court, petitioners had failed to move for dismissal on said ground; in fact after the issues were joined and a pre-trial was held on July 2, 1981, petitioners in their memorandum filed with the court a quo stated only four issues without including the issue about Mandamus. (p. 10 Memorandum for respondents or p. 109, Rollo). The nature of an action is not necessarily determined or controlled by its title or heading but rather, by the body of the pleading or complaint itself. To avoid possible denial of substantial justice due to legal technicalities, pleadings as well as remedial laws should be liberally construed in order that the litigants may have ample opportunity to prove their respective claims.

Likewise, We find that petitioners are not entitled to legal redemption under the provisions of Article 1620 of the Civil Code because while they are the co-owners of that 322.91 square meters lot covered by Transfer Certificate of Title No. 127502, 270 square meters of which had been sold to private respondent by petitioners' other co-heirs and/or co-owners, petitioners together with their co-heirs had offered for sale the entire 322.91 square meter-property. After private respondent agreed to purchase the same and advanced a considerable amount of money in payment of the mortgage due for foreclosure, delinquent estate and inheritance taxes, as well as survey fees and others, the herein petitioners wanted to renege on their agreement to sell and instead offered to redeem the property from private respondent. Be it noted that in their Motion for Extension of Trial to file Petition for Review dated June 30, 1986, they were even seeking to be considered as pauper litigants, which is a move inconsistent with their offer of legal redemption and the necessary expenses therein. Such posture only reveals their possible intent to refuse the sale of the remaining 52.91 square meters-portion of the lot in question.

Finally, We find nothing wrong with the appellate court in copying verbatim the stipulation of facts appearing in the decision of the lower court if the appellate court finds that the said stipulation reflects the truthful and complete background facts of the cases at bar.

WHEREFORE, premises considered, the petition is hereby DENIED for lack of merit and the assailed decision is AFFIRMED.

SO ORDERED.

Yap, (Chairman), Melencio-Herrera, Padilla, and Sarmiento, JJ., concur.

[1] Penned by Justice Ramon G. Gaviola, Jr., concurred in by Justices Eduardo P. Caguioa, Ma. Rosario Quetulio-Losa and Leonor Ines Luciano.

[2] The records do not show the Ponente of the 2 cases tried jointly. However, in CV 122927, the Ponente is Judge Artemon D. Luna.

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