

**BIENVENIDA MACHOCA ARCADIO VDA. DE CRUZO, ELENA
MACHOCA ARCADIO VDA. DE PINTON, INOCENTA MACHOCA
ARCADIO VDA. DE PLIEGO, ISIDORA MACHOCA ARCADIO DE
PLIEGO (DECEASED) REPRESENTED...**

G.R. Nos. 75109-10. June 28, 1989

Ponente: REGALADO, J.

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REGALADO, J.:

This is an appeal from the order[1] of respondent Judge Glicerio V. Carriaga, Jr., dated February 26, 1986, dismissing petitioners' complaint in Special Civil Action No. OZ-0751 of the Regional Trial Court, Branch XV, Ozamiz City, on the ground of res judicata.

Lot No. 1131 of the Misamis Cadastre, subject matter of this case, was originally registered in the name of Gabina Machoca, as her paraphernal property, under Original Certificate of Title No. 682. Petitioners herein are the children of the late spouses Leonardo Arcadio and said Gabina Machoca.

On February 4, 1954, Gabina Machoca mortgaged Lot No. 1131 for P425.00 to private respondent Franklin Ang and delivered to him her aforesaid certificate of title in connection therewith.

On October 4, 1954, Gabina again borrowed an additional sum of P175.00 from Ang as a result of which her total obligation to the latter was in the sum of P600.00. Petitioners claim that on the same date, Ang caused the preparation of a deed of sale over the subject lot to which document Gabina Machoca, being illiterate, affixed her thumbmark in the belief that this second instrument was similar to the deed of mortgage executed by her on February 4, 1954. When Gabina went home, her children, herein petitioners, informed her that the second document was not a deed of mortgage but a contract of sale.

On the following day, October 5, 1954, Gabina went back to Ang and demanded the reformation of the aforesaid instrument. Franklin Ang, instead of reforming the instrument, prepared a deed of agreement[3] which, by reason of its importance, is herein quoted in full:

"City of Ozamiz
October 5, 1954

DEED OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, FRANKLIN ANG, of legal age, married and with residence and postal address at Gango, City of Ozamiz, Philippines, VENDEE in the Deed of Sale executed by the Vendor, GAVINA MACHOCA, as recorded by Notary Public Manuel C. Manago in Doc. No. 284, Page No. 58, BookNo. 1, Series of 1954, hereby grants and obligates himself (sic) to resell the property therein sold within a period of three (3) years from and after the date of the said instrument, for the same price of SIX HUNDRED PESOS (P600.00), Philippine Currency, to the said VENDOR: PROVIDED, however, That if the Vendor shall fail to exercise her right to redeem as herein granted within the stipulated period, then this conveyance shall be deemed to be absolute and irrevocable.

IN WITNESS WHEREOF, the party herein hereto have (sic) set his hands (sic) at Ozamiz City, Philippines, on this 5th day of October, 1954.

(SGD) FRANKLIN ANG”

Pursuant to the provisions of said deed of agreement, Gabina's right to repurchase the property was to expire on October 4, 1957, that is, three years from October 4, 1954 when the deed of sale was executed.

As early as June 10, 1955, however, Ang caused the registration of the deed of sale, resulting in the subsequent cancellation of Original Certificate of Title No. 682 and the consequent issuance of Transfer Certificate of Title No. T-161 for the same property in the name of Franklin Ang.[4]

On June 24, 1963, no redemption having been made, Ang sold said Lot No. 1131 to herein private respondent Melecio Suarez who then obtained Transfer Certificate of Title No. T-945 therefore in his name.[5]

Gabina Machoca died on April 21, 1966 leaving herein petitioners as her only heirs.

It appears that petitioners remained in possession of the disputed land until March 14, 1977 when herein private respondents Melecio Suarez and Pilar de los Reyes filed an action against Pedro, Inocenta and Lazaro, all surnamed Pliego, before the City Court of the City of Ozamiz, docketed as Civil Case No. C-1[6] thereof, for unlawful detainer with damages. On July 21, 1978, the city court rendered a decision[7] declaring the plaintiffs therein to be the real owners of Lot No. 1131 and ordering the defendants to vacate the premises and pay the costs.[8] The appeal from said decision by the defendants therein to the Court of Appeals in CA-G.R. No. 66511-R was dismissed, which dismissal became final and executory, hence judgment was entered by the Court of Appeals on July 10, 1981.[9] Consequently, a writ of execution and an order of demolition[10] were issued by the city court on September 17, 1981 and October 12, 1983, respectively, in Civil Case No. C-1.

Disregarding backward in time from the foregoing incidents, the records reveal that during the pendency of the aforesaid unlawful detainer case (Civil Case No. C-1), herein petitioners filed on September 6, 1977 a petition for prohibition, Civil Case No. OZ-665 of the erstwhile Court of First Instance of Mizamis Occidental, Branch II, Ozamiz City, against City Court Judge Ceferino Ong and herein private respondents to restrain Judge Ong from further proceeding with the trial in Civil Case No. C-1 for alleged lack of jurisdiction. The petition was dismissed on March 15, 1978 and no appeal was taken by said petitioners.[11]

It further appears that likewise during the pendency of Civil Case No. C-1, petitioners filed a complaint, dated June 7, 1977, with the same Court of First Instance, Branch II, at Ozamiz City, involving Lot No. 1131 and docketed as Civil Case No. OZ-648, against Franklin Ang, Bonifacio Longayan, Melecio Suarez and Pilar de los Reyes, for "removal of clouds of title and declaring title of defendants as null and void or cancelled, or reconveyance and damages." [12] On December 18, 1984, the complaint was dismissed for failure to

prosecute.[13] Petitioners moved for the reconsideration of the order but the motion was denied. A second motion for reconsideration was likewise denied.[14] No appeal having been made, the order of dismissal became final.

Finally, on December 14, 1985, the same petitioners filed Special Civil Case No. OZ-0751 with the Regional Trial Court, Branch XV, Ozamiz City, for conventional redemption and damages against herein private respondents over the same subject lot. Upon motion of the defendants therein,[15] the complaint was dismissed by the court on February 26, 1986 on the ground of res judicata.[16]

Hence, this petition assailing said dismissal order.

The main substantive issue posed for resolution is whether or not the petitioners can still exercise the right to redeem Lot No. 1131. A corollary issue is whether or not the private deed of agreement has converted the deed of sale into an equitable mortgage.

Petitioners submit that the deed of sale, in relation to the deed of agreement executed on October 4, 1954, should be considered as an equitable mortgage because (a) the petitioners have been in continuous possession of the subject lot up to the present time; and (b) the price of P600.00 is unusually inadequate considering that the land is along the road going to the airport of Ozamiz City, is only about three kilometers from the center of the city, and has an area of 3,408 square meters. It is likewise contended that petitioners have the right to redeem the property, there having been no foreclosure proceedings as yet, aside from the fact that private respondent Ang acted in evident bad faith and with fraud when he obtained title to the lot in his name prior to the expiration of the stipulated redemption period.

On the other hand, private respondents maintain that the action for conventional redemption (Civil Case No. OZ-0751) is already barred by the order of dismissal rendered in the action for removal of clouds on the title (Civil Case No. OZ-648), since both cases involved the same subject matter and raised the same issues between the same parties; and, further, that petitioners may no longer redeem the property for failure to exercise the right within the stipulated period.

We shall first resolve the procedural objections, which auspiciously present the necessity to clarify the doctrine of res judicata[17] and its implications.

The principle of res judicata in actions in personam is found in Section 49 (b) and (c), Rule 39 of the Rules of Court which provides:

"Sec. 49. Effect of judgments. —The effect of a judgment or final order rendered by a court or judge of the Philippines, having jurisdiction to pronounce the judgment or order, may be as follows:

xxx xxx xxx

(b)In other cases the judgment or order is, with respect to the matter directly adjudged or as to any other matter that could have been raised in relation thereto, conclusive between the parties and their successors in interest by title subsequent to the commencement of the action or special proceeding, litigating for the same thing and under the same title and in the same capacity;

(c)In any other litigation between the same parties or their successors in interest, that only is deemed to have

been adjudged in a former judgment which appears upon its face to have been so adjudged, or which was actually and necessarily included therein or necessary thereto."

The doctrine of *res judicata* thus lays down two main rules which may be stated as follows: (1) The judgment or decree of a court of competent jurisdiction on the merits concludes the parties and their privies to the litigation and constitutes a bar to a new action or suit involving the same cause of action either before the same or any other tribunal; and (2) Any right, fact, or matter in issue directly adjudicated or necessarily involved in the determination of an action before a competent court in which a judgment or decree is rendered on the merits is conclusively settled by the judgment therein and cannot again be litigated between the parties and their privies whether or not the claim or demand, purpose, or subject matter of the two suits is the same. These two main rules mark the distinction between the principles governing the two typical cases in which a judgment may operate as evidence. In speaking of these cases, the first general rule above stated, and which corresponds to the aforementioned paragraph (b) of Section 49, is referred to as "bar by former judgment" while the second general rule, which is embodied in paragraph (c) of the same section, is known as "conclusiveness of judgment." [18]

Stated otherwise, when we speak of *res judicata* in its concept as a "bar by former judgment," the judgment rendered in the first case is an absolute bar to the subsequent action since said judgment is conclusive not only as to the matters offered and received to sustain that judgment but also as to any other matter which might have been offered for that purpose and which could have been adjudged therein. This is the concept in which the term *res judicata* is more commonly and generally used and in which it is understood as the bar by prior judgment constituting a ground for a motion to dismiss in civil cases. [19]

On the other hand, the less familiar concept or less terminological usage of *res judicata* as a rule on conclusiveness of judgment refers to the situation where the judgment in the prior action operates as an estoppel only as to the matters actually determined therein or which were necessarily included therein. Consequently, since other admissible and relevant matters which the parties in the second action could properly offer are not concluded by the said judgment, the same is not a bar to or a ground for dismissal of the second action.

At bottom, the other elements being virtually the same, the fundamental difference between the rule of *res judicata* as a bar by former judgment and as merely a rule on the conclusiveness of judgment is that, in the first, there is an identity in the cause of action in both cases involved whereas, in the second, the cause of action in the first case is different from that in the second case.

The diversity in results, in the instances where there is identity of cause of action in the two cases and those wherein there is no such identity, is not a caprice of mere mechanistic considerations or taxonomic niceties. In the latter situation, where the second case is based on a cause of action different from the first, the constituent elements of the second cause of action, the specie of proof necessary to establish the same, and the relief which may be granted in such second action are consequently at variance with those obtaining or sought in the first action. As a logical and rational consequence, therefore, only the findings in the first judgment are conclusive and deemed established if raised in and for purposes of the second action which, therefore, may proceed independently of the anterior case. However, where the same cause of action is involved in both cases, the foregoing considerations cannot apply since discrete facts and results would not generally arise from the same procedural and evidentiary foundations which inhere in the same cause of action. Even if diverse reliefs should be awarded due to contingencies in the results of proof, the judgment in the first action bars the second since the defendant admittedly committed one and the same wrong for which he should not be twice tried under the time-honored rule of *non bis in idem*.

Now, it has been a consistent rule, to cite just a few representative cases, [20] that the following requisites must concur in order that a prior judgment may bar a subsequent action, viz: (1) the former judgment or order must be

final; (2) it must be a judgment or order on the merits, that is, it was rendered after a consideration of the evidence or stipulations submitted by the parties at the trial of the case; (3) it must have been rendered by a court having jurisdiction over the subject matter and the parties; and (4) there must be, between the first and second actions, identity of parties, of subject matter and of cause of action.

There is no question that the order of dismissal rendered in the prior action, Civil Case No. OZ-648, had become final for failure of herein petitioners to appeal the same after their motions for reconsideration were denied. Furthermore, while the dismissal was for failure to prosecute, it had the effect of an adjudication on the merits, and operates as *res judicata*,^[21] since the court did not direct that the dismissal was without prejudice.^[22]

The fact remains that Civil Case No. OZ-648 for removal of clouds on title has, as parties, the same set of plaintiffs and defendants as Special Civil Case No. OZ-0751 for conventional redemption and damages, and both cases involve Lot No. 1131 only.

Petitioners submit, however, that *res judicata* will nevertheless not apply since there is no identity of causes of action. It is their theory that since the issue of redemption was not raised in Civil Case No. OZ-648, it is paragraph (c) of Section 49, Rule 39 that applies, that is, the rule on conclusiveness of judgment, hence the dismissal of said former action does not constitute *res judicata* to bar Special Civil Case No. OZ-0751. We find no merit in such submission.

Petitioners appear to labor under an erroneous conceptualization of what constitutes a cause of action. They postulate that the causes of action in the cases involved are not identical, thus: "In Civil Case C-I, the cause of action is physical possession. In Civil Case OZ-648, the cause of action is removal of clouds of title. In Civil Case OZ-0751, the cause of action is conventional redemption x x x."^[23]

It is elementary that, in adjective law, a cause of action is the delict or the wrongful act or omission committed by the defendant in violation of the primary rights of the plaintiff.^[24] In all these cases, petitioners have imputed to private respondents and their predecessor in interest the same alleged wrongful act, that is, acts of evident bad faith and fraud which supposedly divested petitioners' mother of her rights and title to the property in dispute. There is, consequently, an identical cause of action claimed by petitioners in these cases.

A well-entrenched rule declares that a party cannot, by varying the form of action or adopting a different method of presenting his case, escape the operation of the principle that one and the same cause of action shall not be twice litigated.^[25] In fact, authorities tend to widen rather than to restrict the doctrine of *res judicata* on the ground that public interest, as well as private interest, demand the ending of suits by requiring the parties to sue once and for all in the same case all the special proceedings and remedies to which they are entitled.^[26]

In determining whether causes of action are identical so as to warrant application of the rule of *res judicata*, the test most commonly stated is to ascertain whether the same evidence which is necessary to sustain the second action would have been sufficient to authorize a recovery in the first,^[27] even if the forms or nature of the two actions be different.^[28] If the same facts or evidence would sustain both, the two actions are considered the same within the rule that the judgment in the former is a bar to the subsequent action; otherwise it is not. It has been said that this method is the best and most accurate test as to whether a former judgment is a bar in subsequent proceedings between the same parties, and it has even been designated as infallible.^[29]

In their motion to dismiss filed in Special Civil Case No. OZ-0751, private respondents made a comparative analysis of the reliefs prayed for therein and those in Civil Case No. OZ-648 which became the criterion in the court's order of dismissal. A perusal thereof reveals that both actions seek to have the deed of agreement of October 5, 1954 considered as a mere equitable mortgage and to have the titles issued in the name of private

respondents declared null and void on the ground of fraud. Although ostensibly of different forms, the inescapable conclusion is that the parties are in effect litigating for the same thing and seeking the same relief, that is, to recover possession and ownership of Lot No. 1131. It is of no moment that the later remedy is for conventional redemption while the former case was for removal of clouds on the title, since both actions are anchored on exactly the same cause of action, are based on identical facts, and even claim the same relief. The present petition is, therefore, although presented in a different form, barred by the former decision in the case for removal of clouds on the title.

We do not intend, however, to have the adjudication of this case go off purely on procedural points. Even assuming that *res judicata* would not bar Special Civil Case No. OZ-0751, the instant petition will nevertheless not prosper.

It must be remembered that after the execution of the deed of sale on October 4, 1954, a second document was made wherein Franklin Ang undertook to resell the property, if Gabina Machoca elects to redeem the same, within three years from the date of the deed of sale. With respect, therefore, to the last transaction entered into by the parties, there were two documents involved, one of which is the deed of sale and the other, the right to repurchase. However, We find and so hold that there is no *pacto de retro* sale in this case, within the contemplation of the Civil Code which provides:

"Art. 1601. Conventional redemption shall take place when the vendor reserves the right to repurchase the thing sold, with the obligation to comply with the provisions of Article 1616 and other stipulations which may be agreed upon."

In *Villarica, et al. vs. The Court of Appeals, et al.*,^[30] We had the occasion to interpret this provision of law, to wit:

"The right of repurchase is not a right granted the vendor by the vendee in a subsequent instrument, but is a right reserved by the vendor in the same instrument of sale as one of the stipulations of the contract. Once the instrument of absolute sale is executed, the vendor can no longer reserve the right to repurchase, and any right thereafter granted the vendor by the vendee in a separate instrument cannot be a right of repurchase but some other right like the option to buy in the instant case."

We have similarly held in a prior case that an agreement to repurchase becomes a promise to sell when made after an absolute sale because where the sale is made without such an agreement, the purchaser acquires the thing sold absolutely.^[31]

Clearly, therefore, an option to buy or a promise to sell is different and distinct from the right of repurchase which must be reserved by the vendor, by stipulation to that effect, in the contract of sale.

Hence, there having been an absolute sale of the land, respondent Ang was acting well within the ambit of his now inviolable right to register the land in his own name, notwithstanding the unexpired stipulated period of redemption in the deed of agreement.

Granting, for the sake of argument, that the transaction actually involves a *pacto de retro* sale, petitioners' failure to exercise their right of redemption within the stipulated period dictates that the instant petition must necessarily fail. The averment that petitioners were forestalled by respondent Ang from redeeming the property appears to be a frivolous afterthought since the former were not without recourse. There were several legal remedies available to them which, if duly resorted to, could have worked favorably for their cause. As it is, their silent acquiescence

for an inexplicable length of time worked greatly to their disadvantage. Not only did petitioners fail to repurchase the property within the stipulated period but they continued to sleep on their rights even beyond the allowable statutory period for the enforcement of such right of redemption. They are now barred by laches. Laches, in a general sense, is failure or neglect, for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier; it is negligence or omission to assert a right within a reasonable time, warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it.[32]

Petitioners' feigned ignorance regarding the registration of the property in the name of respondent spouses, even disregarding the constructive notice thereof to them under the law, is belied by the fact that petitioner Inocenta Pliego and Pedro Pliego signed a written commitment that "if Pilar Suarez will use their land for the construction of their house, we are ready and agreed (sic) to transfer our house to another place." [33] This instrument was never refuted, aside from the categorical admission of the petitioners during the trial of the ejectment case that private respondents were already enjoying the fruits of the land since 1963.[34] If petitioners were not disturbed in their possession until the ejectment case was filed, it could only have been out of sheer generosity and tolerance of private respondent spouses.

Treading on the same supposition that there existed such a right to repurchase, petitioners insist that the pacto de retro sale is, for all intents and purposes, an equitable mortgage on the pretext that they have been in continuous possession of the land from the time of the execution of the document. This again is a result of the distorted notion that petitioners' possession is in the concept of that of an owner. Petitioners cannot be credited with good faith in insinuating that their mother, Gabina Machoca, was deceived into believing that the deed of agreement was a mortgage contract similar to the first document she executed. As earlier explained, after the second deed was executed and Gabina Machoca showed the same to herein petitioners, it was the latter who advised her that the contract be reformed, as a consequence of which the separate deed of agreement of October 5, 1954 was executed. It would be safe to conclude then that petitioners had approved of and consented to the provisions of both contracts. It will readily be noted that the deed of agreement specifically provided: "That if the Vendor shall fail to exercise her right to redeem as herein granted within the stipulated period, then this conveyance shall be deemed to be absolute and irrevocable." The contract, not being contrary to law, morals and public policy, is binding and enforceable against Gabina Machoca and her successors in interest. Petitioners cannot now be heard to claim otherwise after having been remiss in their obligations. They are further estopped from asserting that the parties intended differently, contrary to what the written contracts provide, in violation of the parole evidence rule.

Furthermore, the inadequacy of the price does not on that account alone support the conclusion that the land was not sold to private respondent Ang, since the parties entered into a conventional, and not a forced, sale of the property and both parties were in a position to form an independent judgment of the transaction.[35] From the legal viewpoint, even if the property was sold for a comparatively low price, but the seller did nothing about it for a number of years, the contract of sale is not invalid.[36] Besides, in a contract of sale with right of repurchase, the price is usually less than in absolute sales since in the former the vendor expects to reacquire or redeem the property sold,[37] hence the inadequacy of the price is not an overriding determinant to set aside the sale.[38] The same rationale obtains where, as in this case, there was a separate agreement to resell the property to the original vendor.

Anent the imputation of evident bad faith and fraud to respondent Ang for obtaining title to the land in his own name prior to the expiration of the agreed period, the records do not yield the requisite proof that he was so motivated or had deliberately resorted to fraudulent deception. In the absence of concrete evidence of bad faith or fraud, neither of which can be presumed, We cannot hold otherwise. Besides, it is of essence of a contract of sale

with pacto de retro that the vendee shall immediately acquire title to and possession of the land sold, subject only to the vendor's right of redemption. With much more reason does this hold true where a deed of absolute sale was merely complemented by a subsequently executed and separate agreement of resale.

WHEREFORE, the order appealed from is hereby AFFIRMED. The temporary restraining order issued pursuant to the resolution of August 3, 1987 is hereby LIFTED and SET ASIDE.

SO ORDERED.

Melencio-Herrera (Chairperson), Paras, Padilla, and Sarmiento, JJ., concur.

[1] Annex 1, Memorandum for Private Respondents, Rollo, 76.

[2] Annex A, Memorandum for Petitioners; Rollo, 92.

[3] Petition, 3; Rollo, 5.

[4] Petition, 4; Rollo, 6.

[5] Annex A, Memorandum for Private Respondents; Rollo, 58-59.

[6] Annex B, *id.*, Rollo, 60-62.

[7] AnnexC, *id.*, Rollo, 63-68.

[8] Under R.A. No. 5967, effective on June 21, 1969 and which was then in force, city courts trying ejectment proceedings could resolve the question of ownership in conjunction with the issue of possession.

[9] Memorandum for Private Respondents, 2; Rollo, 50.

[10] Annex D, Memorandum for Private Respondents; Rollo, 69-70.

[11] Comment of Private Respondents, 2; Rollo, 26.

[12] Annex F, Memorandum for Petitioners; Rollo, 97-102.

[13] Annex H, Memorandum for Private Respondents; Rollo, 75.

[14] Memorandum for Private Respondents; Rollo, 52.

[15] Rollo, 29.

[16] Annex I, Memorandum for Private Respondents; Rollo, 76-77

[17] Black's Law Dictionary, 4th Ed., 1469, has these observations: "Res adjudicata. A common but indefensible misspelling of res judicata. The latter term designates a point or question or subject matter which was in controversy or dispute and has been authoritatively and finally settled by the decision of a court; that issuable fact once legally determined is conclusive as between the parties in same action or proceeding, xxx.

"Res adjudicata (if there be such a term) could only mean an article or subject of property 'awarded to' a given person by the judgment of a court, which might perhaps be the case in replevin and similar actions."

[18] See Francisco, Revised Rules of Court in the Philippines, 1966 Ed.. Vol. 11. 854-855.

[19] Section 1(f). Rule 16. Rules of Court.

[20] Malvar, et al. vs. Palingayan, et al., 18 SCRA 121 (1966); Yusingco, et al. vs. Ong Hing Lian, 42 SCRA 589 (1971); Gitgano vs. Borromeo, et al., 133 SCRA 437 (1984); Daeng vs. Intermediate Appellate Court, et al., 154 SCRA 250 (1987).

[21] Guanzon, et al. vs. Mapa, 7 SCRA 457 (1963); Caladiao vs. Vda. De Bias, 10 SCRA 691 (1964); Prieto vs. Arroyo, et al., 14 SCRA 549 (1965).

[22] Tuballa vs. De la Cruz, et al., 1 SCRA 741 (1961); Sec. 3, Rule 17, Rules of Court; Annex H, Memorandum for Petitioners; Rollo, 109.

[23] Memorandum for Petitioners, 12; Rollo, 90.

[24] Racoma vs. Fortich, et al., 39 SCRA 520 (1971).

[25] Ibabao. et al. vs. Intermediate Appellate Court, et al., 150 SCRA 76 (1987); Sangalang vs. Caparas. et al., 151 SCRA 54 (1987).

[26] Paz vs. Inandan, 75 Phil. 608 (1945).

[27] 50 C.J.S., 88-89.

[28] Cayco, et al. vs. Cruz, et al., 106 Phil. 65 (1959).

[29] 30 Am. Jur., 918-919.

[30] 26 SCRA 189, 193 (1968).

[31] Ramos vs. Icasiano, 51 Phil. 343, 346 (1927).

[32] Magtira vs. Court of Appeals, et al., 96 SCRA 680 (1980).

[33] Memorandum for Private Respondents, 5; Rollo, 53.

[34] Annex C, Memorandum for Private Respondents; Rollo, 68.

[35] Dapilon, et al. vs. Veloso, 93 Phil. 39 (1953).

[36] Askay vs. Cosalan, 46 Phil. 179 (1924).

[37] Amiga, et al. vs. Teves, 96 Phil. 252 (1954).

[38] Claridad vs. Novella, 105 Phil. 756 (1965); Vda. de Lacson, et al. vs. Granada, et al., 1 SCRA 876 (1961).

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