

****Title:****

Heirs of Corazon Villeza v. Elizabeth S. Aliangan and Rosalina S. Aliangan

****Facts:****

- ****Parties and Controversy:**** The case involves three parcels of land in Angadanan, Isabela, previously owned by Corazon Villeza. Corazon allegedly sold these properties to Elizabeth and Rosalina Aliangan. Following Corazon's death without formal conveyance, the Aliangans sought to compel Corazon's heirs to execute the necessary deeds.
- ****Procedural History:**** The Regional Trial Court (RTC) originally consolidated three separate cases, eventually ruling in favor of the Aliangans and ordering the Villeza heirs to execute deeds of conveyance and compensate for damages. The Court of Appeals (CA) affirmed the RTC's decision, highlighting issues around the nature of the sales agreements and the transmissibility of obligations to heirs.
- ****Petition to the Supreme Court:**** The Villeza heirs contested the CA's decision, arguing deficiencies in the CA's recognition of the sales agreements and the premature nature of the specific performance claims against them, instead of against Corazon's estate.

****Issues:****

1. Whether there were perfected sales agreements between Corazon Villeza and the Aliangans.
2. Applicability and effects of the Statute of Frauds on the sales agreements.
3. Whether the CA erred in not dismissing the cases for specific performance for being premature and lacking cause of action.
4. The transmissibility of contractual obligations to the heirs of Corazon Villeza and the applicability of the contract to parties not privy to it.
5. Whether the heirs could be compelled to execute deeds of conveyance in favor of the Aliangans.

****Court's Decision:****

The Supreme Court denied the petition, upholding the CA's decision that the actions for specific performance were not prematurely filed and that the agreements were binding and enforceable, even against the heirs. The Court clarified:

- The Deed of Conditional Sale (DCS) and oral agreements were valid, with the parties having substantially complied with their obligations.
- Contracts, unless personal, are generally transmissible to heirs.
- The Statute of Frauds does not apply to partially or fully executed contracts.
- The heirs of Corazon Villeza, being successors in interest, inherit not only rights but also

obligations, and thus, can be compelled to fulfill the agreements reached by their predecessor. (Case Brief / Digest)

****Doctrine:****

The case reiterates doctrines on the transmissibility of obligations to heirs, the enforceability of oral agreements through partial or full execution, and the inapplicability of the Statute of Frauds to executed contracts. It underlines that heirs inherit not only the rights but also the burdens of their predecessors' estate.

****Class Notes:****

- ****Key Concepts:**** Transmissibility of Obligations to Heirs, Statute of Frauds, Specific Performance, Contracts of Sale vs. Contracts to Sell.
- ****Relevant Legal Statutes:****
- Civil Code Articles 1311, 1403(2), 1475, 1478.
- The heirs cannot escape the obligations agreed upon by their predecessors-in-interest based on the principle established by Article 1311 of the Civil Code.
- Partial or fully executed contracts are outside the scope of the Statute of Frauds.
- Article 1475 emphasizes the consensual nature of contracts, perfected upon agreement on the object and the price.

****Historical Background:****

The case underscores the continuity of legal obligations beyond the life of the original parties, highlighting the principle that rights and obligations of a decedent are inherited by their successors. It also reflects on the intricacies of real estate transactions and familial succession in Philippine legal practice, reinforcing caution in the observance of contractual formalities and succession planning.