

MARCELO E. INTON, FE SEVERA E. INTON AND HER HUSBAND FRANCISCO MABINI, ANTONIO E. INTON, AND OLIMPIA E. INTON, PLAINTIFFS AND APPELLEES, VS. DANIEL QUINTANA AND THE ADMINISTRATO...

G.R. No. L-1236. May 26, 1948

Ponente: TUASON, J.

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TUASON, J.:

Marcelo E. Inton, Pe Severa E. Inton, Antonio E. Inton and Olimpia E. Inton, brothers and sisters, were the owners in equal and undivided shares of a parcel of land having an area of 15,167 square meters and situated in Samal, Bataan. On May 10, 1936, Marcelo E. Inton, Fe Severa E. Inton, both of age, and their mother Fidela Enrile, the latter acting "in representation" of Antonio E. Inton and Olimpia E. Inton, then under age, sold that land to Alejandro Quintana and Alexandra Malibiran, husband and wife, under the following terms and conditions:

"Que, en consideracion a la suma de ochocientos pesos (P800) moneda filipina, cue hemos recibido en este acto, de los esposos Alejandro Quintana y Alejandra Malibiran, mayores de edad y residentes en Samal, Bataan, por la presents vendemos, cedemos, y traspasamos en calidad de venta real y absoluta a los mencionados esposos Alejandro Quintana y Alejandra Malibiran, un terreno situado en Aplo, Samal, Bataan, que se describe como sigue:

[Here follows the description of the land.]

"Hacemos constar, que, la mitad del importe de dicha venta o sea la suma de cuatrocientos pesos (P400) se usara en la manutencion y educacion de los dos menores Antonio Inton y Olimpia Inton.

"Hacemos constar tambian que, en caso de que los menores Antonio Inton y Olimpia Inton, se nieguen a ratificar esta venta cuando lleguen a su mayoria de edad, nosotros los firmantes de este documento de venta nos obligamos mancomunada y solidariamente a devolver a los citados esposos Alejandro Quintana y Alexandra Malibiran la suma de ochocientos pesos (P800) moneda filipina."

By virtue of that sale, the purchasers took possession of the property and held it until 1943, when they died and the land, in an extrajudicial partition among their heirs, passed into the hands of Daniel Quintana, Alejandro Quintana's brother and the principal or virtually the sole defendant in this case.

Sometime in 1944, when Antonio Inton and Olimpia Inton had attained the age of majority, Daniel Quintana, so it is alleged, attempted to have them as well as their brother Marcelo and their sister Pe Severa execute an absolute deed of conveyance. The four brothers and sisters not only refused but commenced the instant suit.

The parties, through, counsel, submitted the case for decision on an agreed statement of the issues reached at a pre-trial. In full it is as follows:

"When this case was called for hearing this morning, the parties, thru their respective counsels, agreed that

there exists no issue of fact between them; and that the only issue between them, is generated by the different interpretation each of them places on the contract quoted in paragraph three of the complaint, to wit:

1. While plaintiffs interpret it as a contract subject to ratification by the minors Antonio Inton and Olimpia Inton, defendants interpret it as a contract of absolute sale; and

2. While plaintiffs contend that Antonio Inton who became of legal age in the year 1939, and Olimpia Inton who reached the age of majority in 1941 exercised their right to repudiate or disapprove that contract within the period fixed by law; defendants, on the other hand, urge that none of the said minors exercised that right within a reasonable period and that consequently, they are both guilty of laches.

"In view of this agreement, and of their having submitted this case for decision on the basis thereof, defendants' motion to dismiss and plaintiffs' opposition to that motion are hereby deemed withdrawn; and each of the parties herein is hereby given a period of fifteen (15) days from the date hereof within which to submit a memorandum."

The difference in the ages and in the legal capacity to contract of the four brothers and sisters created distinct liabilities on their part. The court below disregarded or overlooked this distinction, and to this extent it erred.

The first proposition formulated in the stipulation by the parties can affect only the signers of the deed of conveyance, Marcelo and Fe Severs. Antonio and Olimpia, who were under age and took no part in the sale, are not bound by the agreement, regardless of its terms and the intention of the contracting parties, unless the minors action is barred by the statute of limitations, or the defendant's possession has ripened into title by prescription, or estoppel has intervened.

Although the mother was said to be the minor children's guardian an allegation of which there is not the slightest evidence it does not appear that she was authorized to enter into this transaction or that the sale was approved by the competent court. Without the court's authority or approval, the sale was ineffective as to the minor children even if she were the minors judicial guardian. A guardian has no authority to sell real estate of his ward, merely by reason of his general powers, and in the absence of any special authority to sell conferred by will, statute, or order of court. (28 C. J. 1133.) A sale of the ward's realty by the guardian without authority from the court is void. (Lafarga v. Lafarga, 22 Phil. 374; Ledesma Hermanos v. Castro, 55 Phil. 136; Drysdale's Succ, 130 Ia. 167, 57 S. 789; *loving vs. Craft*, Tex. Civ. A, 228 S.W., 590; *Palmer vs. Abrahams*, 55 Wash., 352; 104 P., 648.)

It follows that what the mother stipulated is immaterial, and this branch of the case can affect only Marcelo Inton and Fe Severa Inton and their shares in the land.

The court below held that the sale was conditional, conditioned on the ratification by the minor brother and sister when they became of age, and since these failed or refused to ratify the sale, it declared the same "cancelled, null and of no effect."

Our interpretation of the contract leads us to a different result. We agree with counsel for the defendant that the provision regarding the ratification of the sale by the minors was intended as a protection of the purchasers. The phrase "Hacemos constar, tambien" clearly denotes continuity of thought - a notion to make ratification an additional safeguard of purchasers' right, like the warranty of title and peaceful possession which was implied if not expressed.

There was nothing in the circumstances of the vendors which contradicts the express statement in the first paragraph of the deed that the sale was "real y absoluta." If the minors should repudiate the sale that could work prejudice to the buyers alone. It would not in the least diminish the consideration of the sale or place the sellers in any position more disadvantageous than that which they occupied at the time of the sale. They got the purchase

price in cash which, to all appearances, was the full market value of the property. The fact that only the sellers signed the agreement is an added argument, though not decisive, that the condition of ratification was intended to apply against the vendors and not against the purchasers.

The situation of the buyers was different. They evidently, and with reason, realized the defects of Fidela Enrile's legal capacity to act in behalf of her minor children. It might not suit them to keep only one-half of the parcel when and if the minors should choose to disaffirm the sale. It was but natural in the light of this uncertainty that they should have deemed it wise to have inserted the stipulation that in the event of repudiation by the minors they could surrender the land and have their money back. But this was not to be the case necessarily. It might be to their convenience if and when disaffirmance materialized to adhere to the sale as to one-half interest in the land.

The reasonable interpretation of the condition of ratification seems therefore to be that it was in the nature of an option extended to the buyers either to call off the whole transaction or to stick to the sale with reference to the shares of the adult children who had full capacity to dispose of their property independently of the minor children's future action.

In this connection, the conduct of the plaintiffs and their mother is illuminating. It appears that Antonio Inton reached the age of 21 in 1939 and Olimpia Inton in 1941, and their mother, it is alleged, died shortly before the present action was instituted. Yet it was only after the defendant undertook to have the four brothers and sisters execute a new deed of conveyance that they made up their minds to rescind the sale. We take this delay as an eloquent refutation of the plaintiffs' theory on the meaning and scope of the controverted clause. Their delayed action, only provoked at that by defendant's move, is doubly significant when we take account of the considerable increase in value which the property had gained. We place little or no faith in the assertion that Antonio and Olympia learned of the sale only in 1944, shortly before they commenced this action. Under the circumstances disclosed by the record, this assertion strikes us as untenable.

The principle of laches is not applicable to this case. In determining whether plaintiff is barred by laches, it is important to consider the nature of the right asserted, and the character of the relief sought, and the nature of the proceeding resorted to. In reference to the nature of the right asserted and the relief sought, there is a well recognized and fundamental distinction between two classes of cases into one or the other of which all the cases fall. The first class includes those cases where protection is sought against a violation of a present vested property right or what has been termed an "executed interest." The second class includes those cases in which plaintiff's right is not vested in possession but lies in action, and it is necessary to obtain the peculiar relief afforded by courts of equity in order to invest plaintiff with the right claimed. This kind of right or interest has been termed "executory." In the case of executory interests, the doctrine of laches applies fully, and in order to obtain relief plaintiff must come into court without unreasonable delay. Where, however, plaintiff comes into equity, not for the creation or establishment of an executory right, but for the mere protection of an executed or vested legal right, the doctrine of laches has little, if any, application. The rule here applied is that, unless the statutory period of limitations has run or sufficient time has elapsed to create a presumption of grant, no mere delay is a bar to equitable relief in support of the legal right, and that plaintiff is precluded from relief only by such conduct as creates an abandonment of the legal right itself, or an estoppel to assert it against defendant. (21 C. J., 215.)

The plaintiffs Antonio and Olimpia E. Inton are not trying to protect an executory right but to vindicate a vested legal right. The case of *Uy Soo Lim vs. Tan Un Chuan*, 38 Phil. 552, cited by defendant does not support him. Rather the opposite; That case falls within the category of the second class of cases mentioned in the preceding paragraph; the plaintiff sought to rescind a voidable contract affecting personal property which he himself had entered into. The statute of limitations was not involved. He invoiced a general principle of equity not a law establishing a public policy, which required that action should be brought within a reasonable time so as to avoid

prejudice to the interest of the adverse party.

What is more, the defendant's invocation of laches seems paradoxical. It was he who was interested in the confirmation of the sale. If punctuality was needed, it was he who was under obligation to act promptly, to have the signers of the deed of sale, before the mother died, prevail upon the children to honor their mother's commitment. The two minors were not legally or morally bound to inform him of their attitude toward a contract in which they had no part. They were justified in relying on the ten-year period allowed them by law to recover their land. The doctrine of laches cannot interfere with the running of the period of limitation; only a valid contract or conduct of the parties operating as estoppel can.

We need be reminded that the plea of an excusable delay rests on the proposition that neglect to assert a right, taken in conjunction with lapse of time, has caused prejudice to an adverse party. It is only under those circumstances that the defense of laches is available. If the defendant made improvements on the land between 1941, when Olimpia became of age, and 1944, when this action was brought, he did so with full knowledge of the precariousness of his title.

As heretofore noted, the time within which Antonio Inton and Olimpia Inton, the younger children, might bring a suit to recover their property is governed by law. What the mother said or intended to say in the deed of sale cannot bind them. A contract cannot impose contractual obligation on any one not a party to it. Granting the defendant's contention that by the terms of the contract election by the minors to ratify was to be made promptly after they reached majority, those terms did not have the effect of shortening the period of prescription which the law has fixed. Those who executed the contract could not change the period of prescription to the prejudice of the minor children any more than they could alienate the latter's property without due authority.

The present suit is essentially one to recover land. The right of action of this character prescribes in ten years. Under Section 40 of Act No. 190 an action for recovery of title to, or possession of real property or an interest therein, may be brought within ten years after the cause of action accrues. Assuming that the cause of action accrued in 1936, the date when the contract was entered into, the period of ten years expired two years after the action was begun, the complaint having been docketed on July 10, 1944, True, Section 42 of the Code of Civil Procedure provides that, "If a person entitled to bring the action mentioned in the preceding sections of this Chapter is, at the time the cause of action accrues, within the age of minority, * * *, such person may, after the expiration of ten years from the time the cause of action accrues, bring such action within three years after such disability is removed." It is also true that on July 10, 1944, when this action was filed, Antonio Inton was already 26 years of age, more than three years after he reached majority. But Section 42 has been construed by this Court in relation to Section 40 in the sense that, "If the three years after attainment of majority expires before the full ten year period elapses, prescription becomes effective of the expiration of the latter period." (Ramos vs. Ramos, 45 Phil., 362).

There is no merit in the assignment of error that the application of the statute of limitation in this case is a departure from the theory of the defendant in his answer. Section 1 of Rule 25 entitled "Pre-trial" provides that the court shall make an order regarding the agreements of the parties as to any of the matters considered, and that such order when entered controls the subsequent course of action. It has been seen that the plaintiffs expressly set out in the stipulation that it was their contention the action was filed "within the period fixed by law."

The prayer for the annulment or rescission of the sale does not operate to efface the fundamental and prime objective and nature of the action, which is to recover real property. The annulment of the sale is only secondary. At any rate, being absolutely void, entitled to no authority or respect, the sale may be impeached in a collateral proceeding by any one with whose rights and interests it conflicts. There is no presumption of its validity.

In conclusion, we hold void the sale as to the shares of Antonio Inton and Olimpia Inton, and valid as to Marcelo's and Fe Severa's shares. Antonio and Olimpia shall refund to the defendant the sum paid by the Quintanas for the former's shares P400. The deed of sale recites that this amount was to be used for their education. This statement has not been disproved or denied. As to any improvement the defendant or his grantors may have introduced on the land, no evidence whatever was presented.

Judgment shall be entered in accordance with the findings and conclusions in the preceding paragraph without special finding as to costs.

Feria and Bengzon, JJ., concur.

CONCURRING AND DISSENTING

PERFECTO, J.:

We concur in the decision penned by Mr. Justice Tuason with the exception of that part ordering Antonio Olimpia Inton to refund to the defendant the sum of P400. Although there is a statement in the deed of sale in question to the effect that said amount was to be used for their education, such a statement is not an evidence that the amount has actually been spent for that purpose. In the absence of such evidence, it is not fair to compel them to refund it.

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