

ADELIO LEONZON, PLAINTIFF VS. GERARDO S. LIMLINGAN, MARCIANA LIM, PEDRO GAVIOLA AND RAYMUNDO BAUTISTA, DEFENDANTS.

G.R. No. L-9552. September 30, 1957

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

Plaintiff Adelio Leonzon is appealing the order of the Court of First Instance of Bataan, dated December 20, 1954, dismissing his complaint.

The facts in the case are well stated in the appealed order, and we are reproducing with approval that portion of the said order containing the narration of facts:

"The facts which are undisputed in the record and upon which the plaintiff based his complaint are as follows:

"The plaintiff, Adelio Leonzon, and his brother and sisters, Felicidad, Rufina, Jeremias, Aurora and Virginia, all surnamed Leonzon, were the co-owners of Lot. No. 399 of the Cadastral Survey of Hermosa, Bataan, On September 16, 1930, they leased this lot to the defendants, Gerardo S. Limlingan, Marciana Lim and Pedro Gaviola, for a term of ten (10) years ending on September 17, 1940

"On July 16, 1932, an additional contract of lease was executed by Felicidad Leonzon, Rufina Leonzon and Timotea Peñaflor, the latter signing the contract in behalf of the minor, Aurora Leonzon, in favor of the three (3) lessees extending the original period of lease of ten (10) years to four (4) more years as regards their respective shares in said Lot. No. 399;

"On August 1, 1935, the lessees sublet the parcel of land to Raymundo Bautista who assumed all the obligations of the original lessees provided for in the contract of September 16, 1930.

"On August 26, 1938, the shares consisting of one-half (1/2) of the lot No. 399 was acquired by Raymundo Bautista from Felicidad and Rufina Leonzon,

"On June 10, 1939, the plaintiff became the owner of the undivided one-half (1/2) share of the leased property for having acquired the one-fourth (1/4) share of Aurora Leonzon; "On September 2, 1940, the plaintiff, Adelio Leonzon, agreed that the additional contract of lease dated July 16, 1932 be made effective only as regards the shares of Felicidad and Rufina Leonzon;

"It is not shown how and when the plaintiff acquired the shares in the fishpond lot of Jeremias and Virginia Leonzon, but it is quite clear that at the time he filed the complaint on September 28, 1940, he was the owner of an undivided one-half (1/2) share in the parcel of land, fishpond Lot No. 399 of the Hermosa Cadastre, jointly with Raymundo Bautista, one of the defendants.

In connection with the penultimate paragraph above-quoted, it is more correct to say, according to Exhibit C on which it is based, that not only plaintiff Adelio Leonzon but also defendants Limlingan, Lim and Gaviola agreed that the additional contract of lease extending the lease contract for four more years, affected only the one-half

share of Felicidad and Rufina of lot No.399.

On the theory that the period of lease of the fishpond in question expired on September 17, 1940, Adelio Leonzon filed the present action on September 28, 1940 in the Court of First Instance of Bataan, against defendants Gerardo S. Limlingan, Marciana Lim, Pedro Gaviola and Raymundo Bautista for breach of contract and for damages amounting to P7,050.00, plus legal interest. The trial court dismissed the action on the ground that it was premature, because according to it, the defendants had four more years after September 17, 1940, that is to say, up to September 17, 1940, within which to comply with their obligation under the contract of lease and also that there was a defect of parties, for the reason that Haymundo Bautista who was a co-owner of the land, should have been made a co-plaintiff.

One view of the legal question involved herein, in support of the stand of the defendants-appellees, and held by the trial court, and elaborately and ably discussed by counsel for the said appellees, specially appellees Limlingan, Lim, and Gaviola, is that the extension of four years granted by Felicidad and Rufina on July 16, 1932, specially since the said sisters acquired one-half of the lot in 1938, affected the lease contract for the whole parcel; that inasmuch as the one-half share pro indiviso of Adelio was indefinite and could not be ascertained, and since the obligation of defendants to improve the said lot, convert it into a fishpond, construct two cement doors, and then deliver the said fishpond at the end of the term of the lease "thoroughly clean and complete", referred to the entire lot, Adelio could not compel the performance or fulfillment of said obligation as to his one-half share, on or before September 17, 1940. This view runs counter to the very agreement and admission of defendants, lessees Limlingan, Lim and Gaviola, made with plaintiff Adelio on September 2, 1940, that the extension of the lease was effective only on the one-half share of Felicidad and Rufina. Consequently, it is untenable.

To us, the better view and the correct one is that, when the contract of lease was executed on September 16, 1930, covering the whole lot under which the lessees undertook to convert the same into a fishpond, make improvements thereon, and then deliver the same at the end of ten years, clean and complete, Adelio acquired a vested right to the fulfillment of said obligation, and the extension of four years granted by his sisters in 1932, without his consent, could not and A id not bind him. In other words, under the original contract of lease, he had a right that was binding and enforceable on the lessees. To him the extension was void and ineffective; so that at the end of the ten-year period from the date of the original lease contract, he had a right to enforce the terms of the contract. All that his sisters or their successors in interest by could do because of the extension granted them, was not to insist on the fulfillment of the lessees' obligation at the end of said ten years, but surely, their non-insistence could not impede or block the enforcement of Adelio's right in court. For this reason, we are satisfied that plaintiff's filing of the present case was not premature and consequently, the order dismissing his complaint was unwarranted. Furthermore, even under the extension of four years which would end the lease about September 17, 1944, inasmuch as many years have elapsed since then, the action of Adelio could still prosper.

We deem it unnecessary to discuss the other points raised in the appeal.

In view of the foregoing, the order appealed from is hereby set aside and the case is ordered remanded to the trial court for further proceedings. With costs.

Paras, C.J., Bengzon, Reyes, A., Bautista Angelo, Concepcion, Reyes, J.B.L., Endencia, and Felix, JJ., concur.

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