

ANISIA AQUINO AND AMBROSIO AQUINO, IN HIS OWN BEHALF AND AS GUARDIAN AD-LITEM OF HIS MINOR GRANDCHILDREN MARIA CORONA AQUINO AND ISABEL AQUINO, PETITIONERS, VS. SOTERO ESGUERRA ...*G.R. No. L-2362. September 29, 1950*

Ponente: PARAS, J.

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On November 19, 1928, Filomena Manaois sold a parcel of land to Sotero Esguerra, with right of repurchase within five years. Filomena Manaois died in 1929. The land, which was never repurchased, subsequently became the subject of a cadastral proceeding as lot 2758; and by decision of the Court of Appeals promulgated on August 5, 1938, only a three-fifth portion thereof was adjudicated to the heirs of Filomena Manaois subject to the sale in favor of Sotero Esguerra, the remaining two-fifths portion being awarded to Teodora Manaois. In view of this loss to Sotero Esguerra of a portion of lot 2758, Anisia Aquino, Arnulfo Aquino, Romulo Aquino and Benigno Aquino, children of Filomena Manaois, the latter two (then minors) being represented by Ambrosio Aquino, husband of Filomena Manaois, executed on November 12, 1940, an agreement whereby they conveyed to Sotero Esguerra a portion of three-fifths of lot 2761 also adjudicated in the cadastral proceeding to Filomena Manaois. The agreement provided that the heirs of Filomena-Manaois "cedes, y traspasan a favor de Sotero Esguerra, sus herederos y causahabientes, una porcion del lote 2761 de las tres quintas 3/5 partes que se les hatoia adjudicado, equivalento a la extension superficial de los dos quintas 2/5 partes que se adjudico a favor de Teodora Manaois del lote 2758 para recompensar la porcion que se habia perdido Sotero Esguerra del lote 2758."

Failing to get possession of the portion conveyed by the heirs of Filomena Manaois under this agreement, Sotero Esguerra and his wife, Rufina Iandoc, instituted in the Court of First Instance of Pangasinan a complaint against Anisia Aquino, Romulo Aquino, Benigno Aquino, Maria Corona Aquino and Isabel Aquino, the latter two being the children of Arnulfo Aquino, deceased, to recover said portion and lost rentals. After trial, the Court of First Instance of Pangasinan rendered a decision dismissing the complaint. Upon appeal, the Court of Appeals promulgated a decision the dispositive part of which reads as follows:

"For the foregoing considerations, the judgment appealed from is hereby affirmed in so far as it dismisses the action against the defendants Romulo Aquino and Benigno Aquino, and is reversed as to defendants Anisia Aquino and Maria Corona Aquino and Isabel Aquino, and it is hereby declared that the plaintiffs are the owners and are entitled to the possession of an undivided three tenths 3/10 portion of Lot No. 2761, which portion is the share of the latter in the said parcel of land, and said defendants Anisia Aquino and Maria Corona Aquino and Isabel Aquino are hereby sentenced to indemnify the plaintiffs for damages for the possession of the said portion at the rate of P103 a year (P51.50 for Anisia and P51.50 jointly for Maria Corona and Isabel), beginning the year 1942 until the said portion is delivered to the plaintiffs. Without pronouncement as to costs in both instances."

The case is now "before us on appeal by certiorari by Anisia Aquino and Ambrosio Aquino, the latter in his own

behalf and as guardian ad litem of the minors Maria Corona Aquino and Isabel Aquino. It is argued by petitioners that the agreement of November 12, 1940, Exhibit C, is not valid, being prompted by the wrong belief of the petitioner that they were bound to compensate Sotero Esguerra for the portion of lot 2758 lost by him as a result of the adjudication in favor of Teodora Manaois of a two-fifths portion thereof in the cadastral proceeding, and that while Filomena Manaois was legally obligated to warrant her title to the land sold to Sotero Esguerra, the latter's remedy is against her estate, not against her heirs who are not answerable for her debts and obligations.

The Court of Appeals correctly upheld the validity of Exhibit C in so far as it concerns Anisia Aquino and Arnulfo Aquino (the latter being substituted by his children Maria Corona Aquino and Isabel Aquino), because the said Anisia and Arnulfo Aquino were of age when they executed the agreement. As properly ruled by the Court of Appeals, "the agreement was convenient and wise for them, not only because it would relieve the other properties from the charge or lien with which they inherited them from the deceased, but also because it would prevent a circuitous and expensive litigation in court (such as that suggested by the trial court), into which they would have been dragged if the vendee would enforce the deceased's obligation of warranty for his eviction in part of the property sold to him by the deceased. The conveyance saved the estate from a possible litigation and its execution was for a valid and valuable consideration (*Ibañez de Aldecoa vs. Hongkong & Shanghai Bank*, 30 Phil. 228, 255). It is apparent that it is neither contrary to law, nor public policy, nor public morals, and perfectly valid as against those who were competent to execute it."

Under Exhibit C, in exchange for the conveyance by the heirs of Filomena Manaois of a portion of lot 2761, Sotero Esguerra covenanted that, "cualquier derecho o reclamacion que tuviere Sotero Esguerra contra los herederos de la finada Filomena Manaois e Isabel Daroy, queda por la presente, zanjada y arreglada definitivamente, en virtud de la presente transaccion." Accordingly, the agreement may well be considered as a contract of compromise.

The Court of Appeals has premised the liability of the petitioners upon Exhibit C. Lot 2761 is alleged in the very complaint filed by the respondents (plaintiffs below) as having an area of 72,656 square meters. Said complaint specifically prayed that the respondents be declared the owners of 10,317.6 square meters of lot 2761, which "is equivalent to the 2/5 of lot No. 2758." This relief "is clearly in conformity with Exhibit C conveying "una porcion del lote 2761 de las 3/5 partes que se les habia adjudicado, equivalente a la extension superficial de los 2/5 partes que se adjudico a, favor de Teodora Manaois del lote 2758 para recompensar la porcion que se habia perdido Sotero Esguerra del lote 2758."

In the dispositive part of the decision of the Court of Appeals, the respondents are declared the owners and entitled to the possession of "an undivided three tenths 3/10 portion of lot 2761," which literally means that said respondents are being awarded 21,796.8 square meters, is clearly inconsistent with the ruling of the Court Appeals giving effect to the agreement of November 12, 1940, Exhibit C, under which, as already noted, the portion conveyed to the respondents was only a part of lot 2761 equivalent to two-fifths of lot 2758 lost by the respondents, said lost portion having an area, according to the very complaint of respondents, of 10,317.6 square meters. The complaint having been dismissed by the Court of Appeals as to the two minor heirs of Filomena Manaois, and sustained as to the shares of her two other children, the respondents should be entitled only to one-half of 10,317.6 square meters, or 5,158.8 square meters, of lot 2761.

With respect to the contention of the petitioners that the damages to which the respondents are entitled should only be one-half of P113.60, or P56.80, payable beginning 1943, the decision of the Court of Appeals does not contain any finding which would warrant petitioners' claim. As the amount awarded by the Court of Appeals and the year from which payment should start, refer to factual matters, as to which said court has made definite findings in its decision, the same cannot be the subject of review in this appeal by certiorari.

It being understood that the respondents are declared to be the owners and entitled to the possession of an area of only 5,158.8. square meters of lot 2761, the appealed decision of the Court of Appeals is, in all other respects, hereby affirmed without costs. So ordered.

Moran, C.J., Ozaeta, Feria, Pablo, Tuason, and Montemayor, JJ., concur.

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