

TEOFISTA P. TINITIGAN, EFREN TINITIGAN, ELSA TINITIGAN AND SEVERINO TINITIGAN, JR., PETITIONERS, VS. SEVERINO TINITIGAN SR. AND THE COURT OF APPEALS, RESPONDENTS.*G.R. No. L-45418. October 30, 1980*

Ponente: MAKASIAR, J.

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Two petitions are herein filed to review on certiorari the decision of the Court of Appeals dated June 1, 1976 in CA-G.R. No. 05387-SP docketed as L-45418 and L-45574 respectively, affirming the order of respondent Judge Pedro C. Navarro of the Court of First Instance of Rizal in Pasig, Branch II in Civil Case No. 21277 dated September 29, 1975. On March 25, 1975, petitioners Pentel Merchandising Co., Inc. (Pentel for short) and Teofista Payuran Tinitigan (Payuran for short) entered into a contract of lease of a residential house whereby for a term of four years Payuran shall lease to Pentel the premises at 205 Loring St., Pasay City covered by Transfer Certificate of Title No. 15923, at a rental of P1,500.00 per month with option to buy the same within the term of the lease for P350,000.00 [pp. 13-16, rec.].

On April 22, 1975, Payuran and her three children, Efren, Elsa, and Severino Jr., all surnamed Tinitigan, leased to United Electronics Corporation a factory building together with the portion of land on which it is erected covered by Transfer Certificate of Title No. 160998 situated in Baliwag, Parañaque, Rizal (pp. 17-20, rec., L-45418).

In both transactions, the consent of Severino Tinitigan Sr. (Tinitigan for short), husband of Payuran and private respondent herein, was not secured. Consequently, on May 22, 1975, Severino Tinitigan Sr., as conjugal partner and shareholder of Molave Development Corporation which is a family corporation, filed a complaint captioned "Annulment of Ownership and Contract of Lease with Pre-Injunction" in the Court of First Instance of Rizal in Pasig, 7th Judicial District (pp. 23-27, rec.). This case docketed as Civil Case No. 21277 and which was assigned to Branch II presided by the Honorable Judge Pedro C. Navarro principally sought to annul the contract of lease executed by Payuran in favor of United Electronics Corporation. The property involved in this contract is entirely different from that leased to Pentel with option to buy.

The complaint, however, was later amended with leave of court granted by order of August 20, 1975, to include in the prayer the following:

"x x 2. to restrain the defendant-relatives of the plaintiff from encumbering or disposing properties in the name of the Molave Development Corporation or those in the name of Severino Tinitigan Sr. and Teofista Payuran;
x x x."

In the same order, the CFI of Rizal, Branch II enjoined petitioners from doing any "act to dispose, mortgage or otherwise encumber the properties described in paragraphs 7 and 8 of the complaint" and set the case for hearing on the issuance of a preliminary injunction on September 5, 1975. Paragraphs 7 and 8 pertain to the factory building and the land on which it is erected covered by TCT No. 160998 (p. 151, rec.).

At the hearing of the preliminary injunction, the issue of the contract of lease of lot covered by TCT 160998 which was the main object of the complaint was settled amicably. Severino Tinitigan Sr., however, on September 17, 1975, filed a motion seeking judicial approval of sale of a two-storey residential house and a lot which are conjugal properties located at 205 Loring St., Pasay City, covered by TCT No. 15923 (pp. 28-34, rec.). The house is tenanted by Quintin Lim Eng Seng (Quintin Lim for short) who is President and General Manager of Pentel. Tinitigan contends that the proposed sale of the property for P300,000.00 to Quintin Lim, who was given priority right to purchase, was necessary to pay outstanding conjugal obligations that were overdue in the amount of P256,137.79 and to forestall the foreclosure of mortgaged conjugal properties. Earlier, the same property had been leased by Payuran to Pentel with an option to buy for P350,000.00.

On September 29, 1975, the CFI of Rizal, Branch II issued an order granting Tinitigan "authority to sell the house and lot at No. 205 Loring St., Pasay City covered by TCT No. 15923 in favor of Quintin Lim, if he is a Filipino citizen, for P300,000.00" (pp. 35-37, rec.).

An urgent motion for reconsideration was filed by Payuran and children alleging among others that the sale would result in substantial and tremendous losses because the property sought to be sold is a suitable condominium and/or hotel site and would, therefore, command a higher price (pp. 56-57, rec.).

On October 9, 1975, merely two days after the motion for reconsideration of the September 29, 1975 order was filed in the CFI of Rizal, Branch II, the wife Payuran filed against her husband Tinitigan a complaint for legal separation and dissolution of conjugal partnership, docketed as Civil Case No. 4459-P before Branch XXVIII of the Court of First Instance of Rizal at Pasay City presided by the Honorable Judge Enrique A. Agana (pp. 17-21, rec.).

On October 29, 1975, the Pasay Court after noting that "the parties had agreed to the continuation of the administration of said conjugal properties by plaintiff (wife) Teofista P. Tinitigan," appointed her administratrix of the conjugal properties subject to the following conditions:

"1) that all and any disposition and/or encumbrance of the real estate belonging to the conjugal partnership shall be subject to the approval of the court;

"2) that all rentals accruing from the properties in Angeles City shall be collected by the defendant Severino Tinitigan for his subsistence and support; and

"3) that the disposition of the property located at Loring St., Pasay City, shall be subject to the decision of the Court of First Instance of Rizal, Branch II, Pasig, Rizal" [p. 22, rec.].

In Civil Case No. 21277 however, the CFI of Rizal, Branch II, presided by respondent Judge issued an order denying petitioners' motion for reconsideration of the September 29, 1975 order for lack of merit. Further, the court stated that "the defendants (petitioners) have not even shown that there are offers from other sources willing to buy the property for more than P300,000.00" (p. 92, rec.).

On November 22, 1975, a notice of appeal was filed by petitioners Payuran and children appealing the order of November 3, 1975, it being allegedly final in nature in so far as the disposition of the Pasay property is concerned and there being no further issue left between the parties (pp. 72-73, rec.).

By a deed of absolute sale dated January 16, 1976 (pp. 38-44, rec.), the husband Tinitigan apparently sold for P315,000.00 the Pasay property not to Quintin Lim as contained in the order of the court in Civil Case No. 21277, but to herein private respondent Chiu Chin Siong (Chiu for short) who obtained a title thereto. Pursuantly, TCT No. 20031 was issued cancelling TCT No. 15923.

On February 23, 1976, a motion for the approval of the sale to Chiu was filed by respondent Tinitigan in the CFI of Rizal, Branch II (pp. 203-205, rec.).

On March 3, 1976, the said court issued an order approving the sale executed by Severino Tinitigan Sr. in favor of Chiu covering the parcel of land at 205 Loring St., San Rafael District, Pasay City, for and in consideration of the sum of Three Hundred Fifteen Thousand Pesos (P315,000.00) [pp. 206-207, rec.].

In a decision dated April 8, 1976, the same court denied the appeal filed by petitioners Payuran and children on the ground that the order appealed from is merely interlocutory and cannot, therefore, be the subject of appeal. Furthermore, it stated that "the sale in favor of Chiu Chin Siong is a right pertaining to the plaintiff under Article 171 of the Civil Code and the exercise of said right is justifiable to relieve the rest of the conjugal properties from mortgage obligations which are in danger of foreclosure" (p. 90, rec.).

On May 17, 1976, Payuran and children filed a petition for certiorari with preliminary injunction against respondents Tinitigan and the Honorable Pedro C. Navarro in the Court of Appeals docketed as CA-G.R. 05387 assailing the orders of respondent Judge and praying that a restraining order be issued immediately enjoining respondent Severino Tinitigan Sr. from selling or disposing of the disputed property and if already sold to declare the sale null and void. Petitioners likewise prayed that the order of the lower court dismissing the appeal based on the grounds aforesated be declared a nullity and that the appeal be given due course (pp. 45-49, rec.).

On June 1, 1976, the Court of Appeals rendered its decision upholding the orders of respondent Judge, particularly, the order of September 29, 1975 approving the sale of the conjugal property in Pasay City, to quote:

"The ground for opposition to the sale is a claim that the property is a 'choice lot' within 'the tourist belt and its potentials for a hotel or condominium site is very promising' (Ibid. p. 4). It does sound good but too abstruse to meet the immediate need for the liquidation of a big conjugal liability and to avoid foreclosure and loss of the properties mortgaged. Besides the sale to liquidate the conjugal liability finds support from the provisions of Articles 161 and 171 of the Civil Code. We also see from the record before us that petitioner Teofista P. Tinitigan has filed a complaint for legal separation and dissolution of the conjugal partnership in the Court of First Instance of Rizal, Branch XXVIII in Pasay City, under Civil Case No. 4459-P. Private respondent agreed to the appointment of petitioner Teofista P. Tinitigan as administratrix on certain conditions, which was approved by the Court (Ibid., p. 30). One of these is that the disposition of the property in question shall be subject to the decision of the CFI of Rizal, Branch II in Pasig (Ibid., p. 30). As stated above, respondent Judge, presiding over Branch II of the CFI of Rizal approved the sale of the conjugal property in question to liquidate certain conjugal obligations (Ibid., pp. 17-19). xx x x

"But the petitioners would, nevertheless compel us to allow their appeal from the order dated September 29, 1975 approving the sale of the conjugal property in Pasay City in order to liquidate certain conjugal obligations (Ibid., p. 17) on the ground that the order dated November 3, 1975 denying the motion for reconsideration of the order dated September 29, 1975 is already final (Ibid., p. 4, par. 14). But the respondent Judge hold the questioned order as merely interlocutory (Ibid., p. 57). We sustain the respondent Judge. x x x The fact that what was resolved by the respondent Court was a mere motion for judicial authority to sell conjugal property to liquidate certain conjugal obligations (Ibid., p. 8) indicates that the order granting the motion (Ibid., p. 17) is interlocutory. The rationale underlying the rule that an interlocutory order is not appealable is basically the avoidance of multiplicity of appeals in a single case which could considerably delay the final disposition of the case (People vs. Doriguez, 24 SCRA 163, 167)" [pp. 93-97, rec.].

Thereafter, on July 19, 1976, private respondent Chiu filed before the City Court, Branch III, at Pasay City, presided by Judge Pablo M. Malvar, a complaint for unlawful detainer seeking an order to compel defendant therein, Quintin C. Lim to vacate the premises in question (pp. 331-335, rec.).

On July 26, 1976, Quintin C. Lim filed his answer with motion to dismiss denying that he was the lessee of the property and moving to dismiss the detainer action for lack of jurisdiction, the issue of ownership not being capable of decision without resolving the issue of ownership pending in other courts (pp. 346-352, rec.).

On January 5, 1977, a petition for review docketed as L-45418 was filed with this Court by Payuran and her three children praying for the issuance of a writ of certiorari directed to the Court of Appeals, and commanding it to send to this Court for review and determination the records and proceedings of Civil Case No. 21277 assigned to the CFI of Rizal in Pasig, Branch II, presided by respondent Judge Navarro. The main allegations of the petition are: lack of jurisdiction on the part of the lower court since it did not have judicial authority to authorize the sale of the conjugal property in Civil Case No. 21277 considering that the complaint in the said case referred to other properties to the exclusion of the one authorized to be sold; and abuse of discretion in dismissing the appeal since the order authorizing the sale of the Loring property was not merely interlocutory but one that was final and appealable.

On February 15, 1976, another petition was filed with this Court, this time by Pentel and Payuran, against respondents Court of Appeals, Honorable Pedro C. Navarro, Chiu Chin Siong and Severino Tinitigan Sr.. The petition, docketed as L-45574, seeks to review on certiorari the decision of the Court of Appeals in CA-G.R. No. 05387-SP dated June 1, 1976 and order of respondent Judge in Civil Case No. 21277 dated September 29, 1975 on the ground that the said decision and order are void.

Petitioners assign the following errors as grounds for the allowance of writ, to wit:

- (1) The questioned order authorizing Severino Tinitigan Sr., to sell the property in question is void because
 - (a) Tinitigan Sr. had no authority to sell the premises, they being under the administration of Payuran;
 - (b) Respondent Judge had not acquired jurisdiction over the premises and could not grant Tinitigan authority to sell them;
 - (c) The sale of the property was expressly authorized in favor of Quintin Lim, not respondent Chiu;
 - (d) Pentel, whose President and General Manager is Quintin Lim, had the option to buy the premises; and

(2) The Court of Appeals erred as a matter of law in denying Payuran's petition to enjoin or set aside the sale of the property here involved.

On February 23, 1977, this Court, after deliberating on the petition filed in case G.R. No. L-45574 resolved without giving due course thereto to require the respondents to comment and to take up L-45574 with L-45418 since both involve the same Court of Appeals decision (p. 107, rec.).

During the pendency of these petitions, the Pasay Court in the legal separation case (Civil Case No. 4459-P), issued an order dated August 29, 1977 dissolving the conjugal partnership between Tinitigan and Payuran and approving the partition of their properties pursuant to an agreement (pp. 319-325, rec.). The Loring property was adjudicated in favor of the wife Payuran.

In consequence, defendant-respondent filed a motion to exclude TCT 15923 from the list of properties that should belong to Payuran (pp. 208-210, rec.). An amended motion was subsequently filed on October 25, 1977 praying that the order of August 29, 1977 be amended in such a way that the award of the Loring property be conditioned upon the final outcome of the cases pending before this Court (pp. 326-328, rec.).

Pursuant to said motion, the CFI of Rizal, Branch XXVIII, Pasay City issued an order dated November 22, 1977 in part stating that the "award of the Loring St., Pasay City property under TCT No. 15923 in favor of the plaintiff in the order of the court dated August 29, 1977 is understood to be subject to the outcome of the cases now

pending before the Supreme Court in G.R. No. L-45418 and G.R. No. L-45574" (pp. 329-330, rec.).

Notwithstanding these proceedings, the City Court of Pasay, Branch III in the unlawful detainer case, presided by Judge Malvar, issued a decision dated January 18, 1978 ordering the defendant Quintin Lim and all persons claiming under him to vacate the premises in question and to pay the corresponding rentals thereof to the plaintiff Chiu at the rate of P1,500.00 per month from January 16, 1976, until the defendant and all persons claiming under him actually vacate the said premises (pp. 367-371, rec.).

For this reason, Payuran, on February 14, 1978, filed a motion for leave to apply for a writ of injunction to enjoin execution of the decision of Judge Malvar in the unlawful detainer case and to prohibit further proceedings therein (pp. 259-273, rec.).

This Court, on February 22, 1978, issued a temporary restraining order enjoining Judge Malvar from conducting further proceedings and from executing the decision dated January 18, 1978 (pp. 372-374, rec.).

The issues in both L-45418 and L-45574 relate primarily to the question of validity of the challenged order dated September 29, 1975 issued by respondent Judge Navarro of the CFI of Rizal, Branch II, in Pasig and the decision of respondent Court of Appeals.

WE pursue our discussion on the merits of the case as predicated on grounds raised in the assignment of errors.

Petitioners argue that the order authorizing Tinitigan to sell the Loring property is void; firstly, because Tinitigan had no authority to sell the premises, they being under the administration of Payuran. This contention is without legal basis. Article 165 of the New Civil Code decrees that "the husband is the administrator of the conjugal partnership." This is the general rule. Although Article 168 of the same Code provides that "the wife may by express authority of the husband embodied in a public instrument, administer the conjugal partnership property" and scattered provisions in the Code likewise speak of administration by the wife pursuant to a judicial decree, the said provisions are not applicable in the instant case. The judicial decree dated October 29, 1975 appointing Payuran as administratrix of the conjugal partnership cannot be treated as an exception because it was issued only after the CFI of Rizal, Branch II had granted Tinitigan Sr. authority to sell the Loring property. Besides, the appointment of Payuran as administratrix was not absolute as it was made subject to certain conditions agreed upon by the parties. Although the claim by Payuran that she was actually administering their conjugal properties even prior to this controversy may have some color of truth in it; legally, however, such fact is not enough to make her administratrix of the conjugal partnership for absent a public instrument or a judicial decree, administration still pertains to the husband as explicitly set forth in Article 165 (*supra*).

As held in the case of *Ysasi vs. Fernandez* (23 SCRA 1079, 1083 [June 25, 1968]) --

"The husband is the administrator of the conjugal partnership. This is a right clearly granted to him by law. More, the husband is the sole administrator. The wife is not entitled -- as of right -- to joint administration. The husband may even enforce right of possession against the wife who has taken over the administration without his consent. And the wife may be punished for contempt for her refusal to deliver to him the conjugal assets. She may be required to render full and complete accounting of such properties."

Necessarily, the conclusion is that Tinitigan Sr. had not ceased being the administrator of their conjugal properties at the time the motion for judicial approval of sale was granted. Being administrator, however, does not give him outright authority to alienate or encumber conjugal assets. This kind of transactions requires the express or implied consent of the wife subject to certain exceptions. Thus, Article 166 of the New Civil Code provides --

"Unless the wife has been declared a noncompos mentis or a spendthrift, or is under civil interdiction or is confined in a leprosarium, the husband cannot alienate or encumber any real property of the conjugal

partnership without the wife's consent. If she refuses unreasonably to give her consent, the court may compel her to grant the same.

"This article shall not apply to property acquired by the conjugal partnership before the effective date of this Code" (*italics supplied*).

This was precisely the reason why respondent Tinitigan Sr. sought judicial approval of sale of the Loring property. The filing of the said motion was, in fact, directed by a legal provision since it became almost impossible for private respondent to obtain his wife's consent to the sale which transaction has not proven to be fraudulent. As the evidence warrants, the sale was necessary to answer for a big conjugal liability which might endanger the family's economic standing. Actually, this is one instance where the wife's consent is not required and impliedly, no judicial intervention is necessary. According to Article 171 of the New Civil Code, "the husband may dispose of the conjugal partnership for the purposes specified in Articles 161 and 162." In general, these articles deal with the obligations of the conjugal partnership. Specifically, Article 161, paragraph 1 provides that "the conjugal partnership shall be liable for all debts and obligations contracted by the husband for the benefit of the conjugal partnership, and those contracted by the wife, also for the same purpose, in the case where she may legally bind the partnership."

It must be noted that Payuran did not dispute the existence of these conjugal liabilities. What she questioned, in reality, was the propriety of the sale of the disputed property, which, according to petitioners, has bright prospects of development and market value appreciation in the future. It was a 'choice lot' as termed by them. Nevertheless, the sale was the surest and the most practical means resorted to by respondent Tinitigan Sr. to save them from a serious financial setback. This consideration cannot be sidestepped by speculative allegations. Moreover, petitioners offer no acceptable and practical solution to remedy this contingency.

Secondly, petitioners contend that the questioned order is void because respondent Judge had not acquired jurisdiction over the premises and could not grant Tinitigan Sr. authority to sell them. They would seem to capitalize on the fact that the complaint in Civil Case No. 21277 particularly mentioned only the lot covered by TCT No. 160998 leased to United Electronics Corporation. Petitioners failed to note, however, that in the amended complaint, respondents prayed among others "to restrain the defendant-relatives of the plaintiff from encumbering or disposing properties in the name of the Molave Development Corporation or those in the name of Severino Tinitigan Sr. and Teofista Payuran." This, in effect, brings the Loring property covered by TCT No. 15923 within the jurisdiction of the court which issued the order. Certainly, a motion in relation thereto is but proper. Furthermore, it is worth repeating that the said motion to seek judicial approval of sale in lieu of marital consent amounts to compliance with legal requirement delineated in Article 166, *supra*. The issuance of the order dated September 29, 1975 was, henceforth, pursuant to a validly acquired jurisdiction, in keeping with a well-entrenched principle that "jurisdiction over the subject matter is conferred by law. It is determined by the allegations of the complaint, irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein -- a matter that can be resolved only after and as a result of the trial. Nor may the jurisdiction of the court be made to depend upon the defenses set up in the answer or upon the motion to dismiss, for, were we to be governed by such rule, the question of jurisdiction would depend almost entirely upon the defendant. But it is necessary that jurisdiction be properly involved or called into activity by the filing of a petition, complaint or other appropriate pleading. Nothing can change the jurisdiction of the court over the subject matter. None of the parties to the litigation can enlarge or diminish it or dictate when it shall be removed. That power is a matter of legislative enactment which none but the legislature may change" (Moran, *Comments on the Rules of Court*, Vol. I, 1970 ed., pp. 37-38).

In addition, records further disclose that the action for legal separation and dissolution of conjugal partnership was

filed almost right after the order of September 29, 1975 in Civil Case No. 21277 was issued. As can be gleaned from the facts, the filing of Civil Case No. 4459-P was apparently a tactical maneuver intended to frustrate the order of September 29, 1975 issued by respondent Judge Navarro granting Tinitigan Sr. authority to sell the Loring property. Aptly, however, the order of October 29, 1975 made the appointment of Payuran as administratrix subject to the condition "that the disposition of the property located at Loring St., Pasay City shall be subject to the decision of the Court of First Instance of Rizal, Branch II, Pasig, Rizal." There can be no clearer indication of the validity of the questioned order, as far as jurisdiction is concerned, than the latter court's own recognition of the jurisdiction priorly acquired by the court issuing it. The well-settled rule that "jurisdiction once acquired continues until the case is finally terminated" is hereby observed (*Republic vs. Central Surety and Ins. Co.*, 25 SCRA 641 [1968]). "The jurisdiction of a court depends upon the state of facts existing at the time it is invoked, and if the jurisdiction once attaches to the person and subject matter of the litigation, the subsequent happening of events, although they are of such a character as would have prevented jurisdiction from attaching in the first instance, will not operate to oust jurisdiction already attached" (*Ramos vs. Central Bank of the Philippines*, 41 SCRA 565, 583 [1971]).

Consequently, there is no merit in the assertion of petitioners that it is the Court of First Instance of Rizal at Pasay City, Branch XXVIII which should have assumed jurisdiction over the disputed property upon the filing of the complaint for legal separation and dissolution of conjugal partnership. To permit this would result in the disregard of the order of September 29, 1975 issued by the Court of First Instance of Rizal, in Pasig, Branch II. Not even the court whose jurisdiction is being invoked sanctions this seeming attempt to contravene sound doctrines and long-standing principles.

Thirdly, petitioners question the validity of the order approving the sale of the Loring property on the ground that the sale was expressly authorized in favor of Quintin Lim and not respondent Chiu. Obviously, this is but a collateral issue. It is noteworthy that the motion was filed in order to secure judicial approval of sale in lieu of marital consent as Payuran would not grant the same. The order, therefore, was not intended to vest Quintin Lim exclusive right to purchase the Loring property but rather it was intended to grant Tinitigan Sr. authority to sell the same. To construe otherwise would defeat the purpose for which the motion was filed. The fact that Quintin Lim was favored as buyer is merely incidental, it having been made pursuant to the desire of respondent Tinitigan Sr. premised on the former's interest over the disputed property as tenant therein. Quintin Lim, however, did not manifest his ability and willingness to buy the property. He had practically every opportunity prior to the sale in favor of Chiu to exercise his pre-emptive right but he failed to exercise the same for one reason or another. The urgency of the need to settle pressing conjugal obligations prompted respondent Tinitigan Sr. to look for other buyers who could immediately pay for the property. Chiu, to whom the property was subsequently offered, immediately paid the full amount of P315,000.00 upon the court's approval of the sale in his favor on March 3, 1976. This March 3, 1976 order is a reaffirmation of the order of September 29, 1975.

Fourthly, petitioners assail the validity of the order on purely circumstantial ground -- that Pentel, whose President and General Manager is Quintin Lim, had the option to buy the premises. While this may be so, petitioners seem to have neglected that the contract of lease between Payuran and Pentel with option to buy has been entered into in violation of Civil Code provisions. A close scrutiny of the facts would reveal that Payuran has contravened the law by encumbering the disputed property as well as other conjugal properties without her husband's consent. Article 172 of the new Civil Code provides that "the wife cannot bind the conjugal partnership without the husband's consent, except in cases provided by law." Granting *arguendo* that she is the administratrix, still her act of leasing the lots covered by TCT No. 15923 and TCT No. 160998 is unjustified, being violative of Article 388 of the new Civil Code which states that "the wife who is appointed as an administratrix of the husband's property cannot alienate or encumber the husband's property or that of the conjugal partnership without judicial authority."

Consequently, Payuran's unauthorized transaction cannot be invoked as a source of right or valid defense. True, the contract may bind persons parties to the same but it cannot bind another not a party thereto, merely because he is aware of such contract and has acted with knowledge thereof (*Manila Port Service vs. Court of Appeals*, 20 SCRA 1214, 1217). So goes the maxim, "res inter alios acta nobis nec nocet, nec prodest," which means that a transaction between two parties ought not to operate to the prejudice of a third person.

Finally, petitioners maintain that the Court of Appeals erred as a matter of law in denying Payuran's petition to enjoin or set aside the sale of the Loring property. This argument, however, is unsubstantiated. The facts as well as the evidence presented by both parties leave no other recourse for the respondent Court of Appeals except to apply the pertinent legal provisions respecting the matter. Whether the order authorizing the sale of the Loring property is interlocutory or not, becomes of no moment in view of the conclusion aforesaid.

WHEREFORE, IN VIEW OF THE FOREGOING, THE PETITIONS IN THESE TWO CASES ARE HEREBY DENIED AND THE DECISION OF THE COURT OF APPEALS DATED JUNE 1, 1976 AND THE ORDER OF RESPONDENT JUDGE DATED SEPTEMBER 29, 1975 ARE HEREBY AFFIRMED. WITH COSTS AGAINST PETITIONERS IN BOTH CASES.

SO ORDERED.

Fernandez, Guerrero, De Castro,[*] and Melencio-Herrera, JJ., concur.
Teehankee, Acting C.J., took no part.

[*] Justice de Castro was designated to sit with the First Division.

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