

FLORENCIO REYES, PETITIONER, VS. SOTERO RODAS, JUDGE SIXTH BRANCH OF THE COURT OF FIRST INSTANCE OF MANILA, JOAQUIN GARCIA, AS SHERIFF OF MANILA, AND JOSE V. RAMIREZ, RESPONDENTS.

G.R. No. L-1639. March 19, 1949

Ponente: PERFECTO, J.

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PERFECTO, J.:

Petitioner prays for the annulment of the writ of execution issued on July 25, 1947, in civil case No. 70328 of the Court of First Instance of Manila, Jose V. Ramirez vs. Florencio Reyes, ordering the latter, among other things, to vacate and restore to plaintiff the premises known as 428-430 Azcarraga Street, Manila in virtue of a judgment rendered on September 14, 1945.

On September 9, 1947, this Court ordered the issuance of a writ of preliminary injunction for the suspension of said writ of execution.

The case in which the writ of execution was issued is one of ejectment in which adverse decision to petitioner was rendered first in the Municipal Court of Manila and then in the Court of First Instance of Manila. The latter's decision was affirmed by the Supreme Court in March, 1947.

The property belongs to Basilisa Gonzales and Carmen Gorricho de Aguado. Plaintiff Ramirez was the administrator, having filed the complaint for the benefit of the two owners.

While the case was pending in the Supreme Court, defendant Reyes, according to him, happened to learn that Ramirez was relieved by the owners as administrator since October 4, 1946, and the Bank of the Philippine Islands had been appointed in his stead. Reyes agreed with the new administrator to buy the property and, pending negotiations, for the suspension of the decision for ejectment. Consequently, Reyes filed with the Supreme Court on April 10, 1947, a petition for said suspension. On April 18, 1947, this Court denied the motion "without prejudice to filing the same in the lower court."

Following this suggestion, Reyes filed with the lower court a motion for suspension of execution on April 23, 1947. On April 28, 1947, Ramirez filed an urgent motion for execution of the judgment.

Both motions were heard on May 24, 1947, after the property in question was sold by the Bank of the Philippine Islands, as attorney-in-fact of the owners, in a deed of sale executed since May 9, 1947.

Reyes paid in cash P165,000. The sale being absolute and definitive, included all the buildings and improvements "with all the rights inherent to the property, including possession." Accordingly, on May 12, 1947, transfer certificate of Torrens title No. 7344 was issued in favor of Reyes by the Register of Deeds of Manila, free from all encumbrances.

On July 11, 1947, however, the respondent judge ordered the issuance of a writ of execution as prayed for in

plaintiff Ramirez' motion.

On July 21, 1947, Reyes filed a motion for reconsideration. Before it had been acted upon, a writ of execution was issued on July 25, 1947. The motion for reconsideration was denied on September 3, 1947.

Upon the above facts, petitioner Reyes contends that the issuance of the writ of execution had been made in excess of jurisdiction, it being an absurdity and injustice to oust him from the property when he has become the owner of the same, including the right of possession thereof, and for the property to be delivered to respondent Ramirez who, with the revocation of his power as administrator, had completely lost his interest in the property and in the case.

Without denying petitioner's allegations, respondents answered that the petition has omitted important facts and, accordingly, proceeded to allege them. Substantially they are:

By reason of a dispute between Ramirez and Reyes, the first entered into a contract of lease for the same property with M. Hernandez for a period of two years starting from April, 1945, the contract to be effective upon the termination of the ejectment suit against Reyes, and Hernandez to shoulder all expenses of the litigation. Later it was agreed that the two-year lease would begin when the property is turned over to M. Hernandez.

M. Hernandez assigned during her life time the lease agreement to her daughter Elvira Montenegro. Basilisa Vda. de Gorricho, one of the owners, while willing to sell the property to Reyes, wanted to be relieved of responsibility in connection with the contract of lease with Elvira Montenegro, and the latter to relinquish rights to said lease.

Upon failure to make Elvira Montenegro relinquish said rights, Ramirez was relieved of his administration. Ramirez continued, even after the revocation, to carry on the litigation against Reyes, not only on behalf of the owners but also on behalf of M. Hernandez and, subsequently, Elvira Montenegro. After final decision was rendered, on Ramirez' suggestion, the Bank of the Philippine Islands authorized his attorneys to eject Reyes and to give the possession of the property to Elvira Montenegro. On October 1, 1946, upon being informed of the negotiations taken by Reyes to purchase the property, Elvira Montenegro wrote him a letter informing him of the lease contract entered into between her and Ramirez. The agreement for Elvira Montenegro to shoulder all the expenses of the ejectment suit was acquiesced in by the owners of the property.

In the deed of sale executed by Bank of the Philippine Islands on May 9, 1947, in favor of Reyes, the latter assumed the consequences of the contract of lease executed between Ramirez and M. Hernandez, and assigned to Elvira Montenegro.

Upon the facts alleged by petitioner and supplemented by respondents, both sets undisputed, the conclusion is unavoidable that respondent judge exceeded his jurisdiction in issuing his order of July 11, 1947, for the issuance of the writ of execution, and that the writ of execution issued on July 25, 1947, is null and void.

Jose V. Ramirez instituted the ejectment proceedings merely in a representative capacity, as administrator of the property appointed by the owners thereof. At the time he moved for the issuance of the writ of execution, he was no longer the administrator of the property, having been relieved of said position by the owners who, in his stead, appointed the Bank of the Philippine Islands. Consequently, he lost his legal personality to take any part in the ejectment proceedings. Without that annectent personality, he has absolutely no standing in the case. The legal link has been severed, and the severance placed him in the category of a third person who had never intervened in the litigation. The fact that his name continued to appear in the title of the case and there is no showing that either the Bank of the Philippine Islands or the owners themselves had appeared in the case to substitute him, is immaterial and would not, in any way, restore the legal personality of which he was divested as a result of his cessation as administrator.

After Florencio Reyes had purchased the property, including the right of possession thereof, he stepped into the shoes of the owners. The purchase had the effect of merging the two legal personalities which had been litigating in the ejectment proceedings, on one side, the owners represented by administrator Jose V. Ramirez and, on the other, Florencio Reyes. The merger had the effect of blotting out the owners and Ramirez from the whole scene, leaving the whole legal field to Reyes alone.

The writ of execution would have the effect of ousting Reyes from the property, the same to be delivered to Ramirez as agent or representative of the owners. Inasmuch as Reyes had taken the place of the owners after purchasing the property, he would be the one entitled to take and have possession of the property. Ramirez cannot claim said possession, not only because he had been relieved of and substituted in his duties as administrator, but because even if he had not been relieved he cannot claim a better right than his principals, the owners who had transferred the possession of the property to Reyes. Any right that an agent may claim is always subservient to that of his principal.

After Reyes became by purchase the owner of the property and entitled to its possession, the acquisition carried the rights of the party-plaintiff in the ejectment proceedings in the same way as if he had actually taken the place of said party-plaintiff in the proceedings, by appearing as substitute thereof. What would then be the purpose of a writ of execution that would oust Florencio Reyes from the property, the property to be delivered to the same Florencio Reyes?

Under the circumstances of the case, the legal result is not different from that which would obtain if both parties had actually agreed by written stipulation to quash the execution of the judgment of ejectment. The step taken by Reyes had actually the effect of quashing said execution, although without the superfluous ceremonial formality of a corresponding written stipulation. The lower court had no more business to order the execution. In ordering it, it stepped beyond the bounds of its jurisdiction.

The existence of the alleged lease contract between Ramirez and M. Hernandez, the latter substituted by Elvira Montenegro, cannot absolutely affect the result because, according to respondents' allegations, no copy of the contract having been shown, said contract was contingent upon the result of the ejectment suit and the ouster of Reyes from the property, and M. Hernandez and Elvira Montenegro had anticipatively abided by the outcome of the ejectment proceedings.

According to respondents' answer, the contract of lease with M. Hernandez was for a period of two years from the month of April, 1945. When the writ of execution was issued on July 25, 1947, the two-year period agreed upon had already expired. As a matter of fact, it had already expired when respondent judge issued on July 11, 1947, the order for the issuance of the writ of execution.

It is true that, according to Exhibit 1 of respondents, Ramirez and Hernandez agreed to make the starting point of the two-year period from the time possession of the property is turned over to M. Hernandez or Elvira Montenegro, but said possession had not been and cannot be turned over to Elvira Montenegro, and the latter has no claim to press.

Respondents' allegation that Ramirez might be liable for damages to Elvira Montenegro for not executing the judgment in the ejectment proceedings and ousting Reyes, has no ground in fact or in law. The two-year period originally set to begin in April, 1945, had expired, and the two-year period with a contingent beginning has no basis to exist because the contingency of the ouster of Reyes turned against Elvira Montenegro's expectations.

The order of respondent judge dated July 11, 1947, and the writ of execution issued pursuant thereto on July 25, 1947, are set aside, and, the writ of preliminary injunction heretofore issued by this Court is declared permanent.

Moran, C.J., Paras, Feria, Pablo, Bengzon, Briones, Tuason, and Montemayor, JJ., concur.

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