

MARINE CULTURE, INC., PETITIONER, VS. THE HON. COURT OF APPEALS AND ALFREDO CORONEL, RESPONDENTS.

G.R. No. 102417. February 19, 1993

Ponente: GRIÑO-AQUINO, J.

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GRIÑO-AQUINO, J.:

An appeal by Certiorari from the decision of respondent Court of Appeals (CA-G.R. CV. No. 22805) affirming with modification the judgment of the Regional Trial Court of Malolos, Bulacan, Branch 14 (Civil Case No. 8155-M), which ordered petitioner Marine Culture, Inc. to pay the private respondent Alfredo Coronel the unpaid balance, in the sum of P49,000.00, of his commission for his successful efforts in leasing petitioner's fishpond in San Nicolas, Bulacan, Bulacan, to Messrs. Rufino Reyes and Victorino Ramos.

As found by the Appellate Court, the facts are as follows:

"In his complaint, plaintiff Alfredo Coronel alleges that the defendant, Marine Culture, Inc., hired his services as agent for looking and negotiating for the lease, operation or management of a fishpond in San Nicolas, Bulacan, Bulacan, 'as per contract' (a copy of which is attached as Annex A to the complaint), for a consideration or commission of P50,000.00; that 'through the sole efforts and expenses of plaintiff,' the said fishpond 'was transferred and/or given in management and operation to a person with whom defendant entered into an agreement;' that out of the agreed commission of P50,000.00, the defendant paid plaintiff only P1,000.00, thereby leaving an unpaid balance of P49,000.00; and that despite repeated demands made by plaintiff on defendants, the latter has failed/refused to pay to the former the said unpaid balance. Hence, plaintiff further alleges, he had to file the present action and had to incur expenses of collection and litigation in the amount of P20,000.00 and had to hire the services of counsel for the amount of P15,000.00. Plaintiff prays for the recovery from defendant of the sum of P49,000.00 with interest of 12% per annum from April 14, 1985 until fully paid, P20,000.00 for collection and litigation expenses, P15,000.00 as attorney's fees, and the costs of the suit.

"In its Answer, defendant alleged inter alia that it had no contract of whatsoever nature with plaintiff and therefore no contractual relation exists between them; that plaintiff's cause of action is unenforceable under the Statute of Frauds; that under its by-laws and articles of incorporation, it can enter into contracts involving the assumption of obligations or the payment of sums of money only through its officers as specifically authorized by its board of directors, and the actionable document (Annex A) of the complaint is not a contract entered into by any duly authorized officer of the defendant; and that granting *arguendo* that said contract was entered into by Mr. Danilo Dg. Tobias, the former manager of defendant, yet the fact is that Mr. Tobias was never authorized by defendant's board of directors to enter into any agreement with the plaintiff for the purpose alleged in the complaint.

"The trial court made the following factual findings: (1) On October 29, 1979, at the special meeting of the stockholders and board of directors of defendant corporation, a resolution was adopted empowering the general manager of defendant corporation, Mr. Tobias, to make the necessary action which he deems vital and important and to make suggestions and recommendations to the board which he feels will help improve and/or materialize its goal. (2) On the basis of said power, Mr. Tobias authorized plaintiff to look for leases of the

fishpond owned by defendant at P1,650,000.00 for which plaintiff will receive a commission of P50,000.00. (3) Plaintiff was able to negotiate the lease of the fishpond to Rufino Reyes and Victorino Ramos, and the corresponding lease contract was executed between defendant and Messrs. Reyes and Ramos. (4) Upon plaintiff's demand, he was given only P1,000.00 of the agreed P50,000.00 commission leaving a balance of P49,000.00. The trial court concluded that under the above-mentioned resolution, Mr. Tobias 'was given the discretion to act in behalf of the corporation on matters which he deems vital and important,' and the leasing of the fishpond of the corporation 'is vital and important because it would earn millions of peso[s] for the corporation as in fact it has,' and that such authority given to Mr. Tobias 'must be held valid and binding between plaintiff and defendant for to hold otherwise would cause great injustice to the plaintiff who made defendant richer by the millions.'

"Accordingly, [on January 31, 1989], judgment was rendered, viz;

"WHEREFORE, judgment is rendered, ordering defendant Marine Culture, Inc. to pay the plaintiff P49,000.00 with legal interest of 12% from April 14, 1985 until the same is fully paid; P10,000.00 litigation expenses; P15,000.00 attorney's fee." (pp. 31-32, Rollo.)

From said decision, petitioner appealed to the Court of Appeals which, on September 26, 1991, affirmed the trial court's judgment but modified it by deleting the award of P10,000.00 as litigation expenses to the private respondent.

The lone issue in this petition for review of the appellate court's decision is whether or not Danilo Tobias had authority to engage the private respondent as agent, for a commission of P50,000.00, to find a lessee/lessees of the petitioner's fishpond.

The pertinent portion of the resolution dated October 29, 1979 of the petitioner's Board of Directors reads:

"RESOLVED, further that as such General Manager of the Corporation, Mr. [Danilo] Tobias is empowered to make the necessary action which he deems vital and important; make suggestions and recommendations to the Board which he feels will help improve and/or materialize its goal." (p. 21, Rollo.)

On the basis of that resolution, Tobias contracted the services of private respondent as follows:

"August 21, 1984

"Sa Kinauukulan,

"Binibigyan ko ng karapatan si Alfredo Coronel na ipabuwis ang palaisdaan sa halagang, isang milyon at anim na raan at limanpung libo (P1,650,000.00) piso.

"Porsiyento-limanpung libo (P50,000.00) piso.

"Salamat.

"Gumagalang,

(Sgd.)

"Danilo Tobias

"GEN. MRG. MCI" (p. 33, Rollo)

Private respondent is clearly entitled to his commission. As noted by the trial court and the appellate court:

"x x x the aforementioned Resolution adopted by defendant's Board of Directors on October 29, 1979, is sufficient for the purpose of making the agreement signed by Mr. Tobias on August 21, 1984, binding on

defendant, as the said agreement involves something which is 'vital and important' to defend-ant, and this is all that is re-quired under the cited Resolution, in order that the general manager of defendant may validly make any necessary action binding on defendant.

"Moreover, the issue concern-ing the requirement of a special power of attorney under the above-cited provisions of the Civil Code is being raised for the first time in the appeal before Us. It was not raised as a defense in the Answer nor in any other pleading before the trial court. It is the rule that issues not raised in the trial court cannot be raised for the first time on appeal. (Garcia vs. Court of Appeals, 102 SCRA 597; Matienzo vs. Sevidad, 107 SCRA 276.) For it would indeed be unfair to the adverse party if an entirely new issue is raised on appeal as it had no opportunity to counteract this new issue. (Anchuelo vs. IAC, 147 SCRA 434.)" (pp. 33-34, Rollo.)

Furthermore, since the petitioner benefited from the services of the private respondent because it was able to lease its fishpond to Rufino Reyes and Victorino Ramos for the desired price, it is but fair that it should pay for those services. It may not unjustly enrich itself at the expense of the private respondent.

WHEREFORE, the petition for review of the decision of the Court of Appeals in CA-GR CV NO. 22805 is DENIED for lack of merit.

SO ORDERED.

Cruz, (Chairman), Bellosillo, and Quiason, JJ., concur.

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