

JANUARIA RODRIGUEZ ET AL., PLAINTIFFS AND APPELLEES, VS. EUSEBIO SANTOS ET AL., DEFENDANTS AND APPELLANTS.

G. R. No. 34047. February 26, 1931

Ponente: ROMUALDEZ, J.

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ROMUALDEZ, J.:

From the facts agreed upon and proved at the hearing, it appears:

That plaintiff Januaria Rodriguez bought a part of the Payatas estate from the Payatas Estate Improvement Co., Inc., obtaining transfer certificate No. 8821, Exhibit 6, issued on October 31, 1924, under Act No. 496; that with the exception of said vendor corporation, the defendants are in possession of portions of land covered by the aforementioned transfer certificate of title issued to the plaintiff Rodriguez; that in December, 1924, an attempt was made to reach an agreement by the majority of the directors of the defendant corporation to safeguard the rights and possession of the defendants, but Januaria Rodriguez refused to subscribe to it.

The defendant attempted to show that the Payatas Estate Improvement Co., Inc., before selling the estate to Januaria Rodriguez had promised the defendants and some other occupants of the Payatas estate a preference in the conveyance of the estate, in consideration of which said defendants advanced certain sums of money and were authorized to occupy the portions which they now occupy. Januaria Rodriguez took no part in that promise and agreement.

This is an action to recover of the defendants the possession of the portions they occupy in the land duly transferred to plaintiff Januaria Rodriguez through a certificate of title lawfully recorded.

Upon these facts the court below gave judgment to the plaintiff Januaria Rodriguez, holding her to be the absolute owner in fee simple of said portions of land, with the right to immediate possession thereof. The defendants appealed from said judgment assigning the following alleged errors as committed by the trial court:

- In rendering judgment upon the agreement signed by the parties when it does not appear of record that counsel were specially authorized by said parties in writing to sign said agreement.
- In failing to find that Januaria Rodriguez and the members of the Payatas Subdivision, Inc., were aware that the defendants-appellants were in possession of the portions of land they respectively occupy by virtue of purchase from the Payatas Estate Improvement Co.
- In failing to hold that Januaria Rodriguez, as vendee, has succeeded the Payatas Estate Improvement Co. in all its rights and obligations, and is therefore bound to respect the sales made by the latter.
- In holding that because Januaria Rodriguez did not sign the memorandum presented to her, and which she says was lost, is not bound to respect the sales made by the Payatas Estate Improvement Co.
- In failing to hold that the sales to the defendants- appellants contain all the requisites for their validity, and are therefore effective.

- In holding that by virtue of Exhibit E, Januaria Rodriguez became the owner of the parcel of land described in Exhibit 6.

- In denying the motion for a new trial." The agreed statement of facts to which reference is made in the first assignment of error, cannot be attacked. The lawyers for the parties could, without special authority from their clients, legally make such an agreement with respect to the facts of the case, and such action falls within the first part of section 27, Code of Civil Procedure, and not under the second and last part thereof, which deals with a compromise of the suit or payment on account of the claims of their clients, of which there is here no question.

We have found nothing to invalidate or annul the aforesaid sale to Januaria Rodriguez. The board of directors of the Payatas Estate Improvement Co., Inc., which executed said conveyance, was legally empowered to do so, so far as may be gathered from the record, and it was no hindrance to the exercise of that power that an attempt was made to respect the rights and possession of the defendant occupants of the land, inasmuch as that agreement did not affect the property, nor, in its terms, did deprive the vendor of its power to sell the land, nor could it affect the vendee, plaintiff herein, who did not consent to it.

Although said vendee has succeeded to the Payatas Estate Improvement Co., Inc., in the full ownership of the land in question, she has not succeeded to the obligations, if any, binding upon said corporation in favor of the defendants with regard to said land, for the reason that she did not consent to the creation of that obligation, and it was not, if it existed, recorded in the certificate of title, and hence was not transmitted together with the realty.

Finding no error in the judgment appealed from, the same is hereby affirmed, with costs of this instance against the appellants. So ordered.

Avanceña, C. J., Johnson, Street, Malcolm, Vittamor, Ostrand, Johns, and Villa-Real, JJ., concur.

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