

**ALEJANDRO AGONROY ET AL., PLAINTIFFS AND APPELLANTS, VS.  
ESTANISLAO RUIZ, DEFENDANT, AND EUSEBIO TONGION, MANUEL  
N. RUIZ, ET AL., INTERVENERS, APPELLEES; CONSOLIDATED WITH  
CASE O...**

*G.R. No. 3869. September 07, 1908*

Ponente: CARSON, J.

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**CARSON, J.:**

The plaintiffs Alejandro Agonoy et al, the interveners Eusebio Tongion et al., and Adelaida Guerrero et al., all allege that they and their ancestors were in possession of the various parcels of land described in the complaints in the above entitled consolidated actions for more than a century prior to the year 1895 when they were dispossessed by the defendant Estanislao Ruiz. That in the year 1890 they or their ancestors entered into an agreement with Estanislao Ruiz whereby it was agreed that he was to secure from the Spanish Government a title to all the land in question, said title nevertheless to be held by him for the benefit of all the occupants, the object of this agreement being to avoid the expense of securing separate titles for each of the large number of small parcels of land which were to be included in the grant to Estanislao Ruiz. That Ruiz did in fact secure such title in his own name, which title was inscribed in the land register under the provisions of the Mortgage Law in the year 1895. That thereafter Ruiz, refusing to comply with the terms of his agreement, ejected them from the land thus included in the grant to him from the Spanish Government, and that up to the date of the institution of these proceedings, he has continued to deprive them of the enjoyment of the fruits of their respective parcels of land.

The defendant Estanislao Ruiz and the intervenor Manuel Ruiz deny the existence of any such agreement as that set out by the claimants, plaintiffs, and intervenes; and allege that Manuel Ruiz is the sole and exclusive owner of the land in question, and that he purchased the said land from Estanislao Ruiz in the year 1895, Estanislao Ruiz having a duly inscribed and wholly unencumbered title to the land from the Spanish Government.

The trial court held that the agreement, substantially as alleged by the various plaintiffs and interveners, had been entered into between a large number of persons who were in possession of the land in question, and the defendant Estanislao Ruiz, as a result of which Estanislao Ruiz was enabled to secure the title thereto, which was inscribed in 1895; but the court made no finding as to whether any of the parties to those proceedings or their predecessors in interest were parties to this agreement. This title the court declared null and void on the ground that it had been issued on the false presumption that the grantee Estanislao Ruiz was in possession of the land in question at the time when it was issued; and the court held further that neither the claimants, nor the defendant, nor Manuel Ruiz, who purchased from the defendant, had any title to the land, because none of them had complied with the provisions of law touching the issuance and perfection of titles to public lands. The court also declared all the land in question to be the property of the State, annulled the title issued to Estanislao Ruiz in 1890, directed a note to this effect to be entered upon the register of property wherein it was inscribed, denied the relief prayed for by the various plaintiffs, canceled the contract of sale from Estanislao to Manuel Ruiz, and directed an entry to that effect to be noted in the land register wherein it is inscribed.

From this judgment all the parties, plaintiffs, defendants, and interveners appealed, but all appear to have abandoned their respective appeals, except the plaintiffs Alejandro Agonoy et al., and these appellants not having excepted to the action of the court in overruling the motion for a new trial, we are without authority to review the record to ascertain whether the facts found by the trial judge were sustained by the weight of the evidence. Hence, in determining the facts in this case, we are limited to a review of the pleadings and the judgment of the trial court.

While the judgment of the trial court finds the existence of an agreement substantially in accord with that alleged by the plaintiffs and entered into between the defendant Estanislao Ruiz and various occupants of the land included in the grant to Estanislao Ruiz from the Spanish Government, it does not appear from the judgment whether these claimants or their predecessors in interest were parties to that agreement. This fact was clearly put in issue by the pleadings and the judgment of the trial court not having determined the question thus submitted to it, it is impossible for us to say whether the plaintiffs are entitled to relief against the defendant Estanislao Ruiz for damages occasioned by his failure to comply with the alleged contract. The judgment appealed from must, therefore, be reversed, and sent back for the taking of further testimony, in order to ascertain whether the alleged agreement was in fact entered into between the defendant Estanislao Ruiz and the various claimants in this action or their predecessors in interest; and if so, what relief should be allowed the claimants in view of the alleged violation of that agreement by the defendant Estanislao Ruiz,

In accordance with the provisions of section 496 of the Code of Civil Procedure, it is proper at this time to direct attention to other errors committed by the trial court touching "questions of law involved in the case, and necessary for the final determination of the action."

It is not denied in the pleadings, and the judge substantially so finds, that the intervener Manuel Ruiz, purchased this land from the defendant Estanislao Ruiz, in the year 1895, and that Estanislao Ruiz at that time was in possession of the land, under a grant from the Spanish Government, his unencumbered title thereto being duly inscribed in the land register. The government is not a party to this action nor did it pray for a cancellation of the title granted to Estanislao Ruiz in 1895. The relief sought by the various claimants is not the cancellation of the title in the plaintiff, but rather that they be awarded damages for his failure to comply with his agreement, and that he be compelled to comply with that agreement, by -turning over to them their respective parcels of land, in accordance with the terms of the agreement. Hence, the trial judge in declaring this title null and void and the land in question to be the property of the State, clearly exceeded his authority, and so much of the judgment as undertakes so to do, and directs corresponding annotations of his ruling to be entered upon the land register, is manifestly erroneous.

If it be found upon a new trial that the intervener, Manuel Ruiz, purchased the land in question from the defendant, and that at the time of such purchase, the defendant held a duly inscribed title thereto from the Spanish Government, then under the provisions of article M of the Mortgage Law, the claimants could in no event secure a specific performance of the alleged agreement, and at most would be entitled to a judgment for damages from the defendant Estanislao Ruiz for his failure to comply with his contract. The rights of property of Manuel Ruiz, who purchased this land from a vendor who held a duly inscribed title thereto, can in no wise be affected by the terms of any unrecorded agreement between his vendor and third parties.

It appears that the land in question has been placed in the hands of a receiver by the trial court, pending the outcome of this action, but we are of opinion in the light of the facts as they appear from the undisputed allegations of the parties, that the appointment of such a receiver was wholly uncalled for, and that he should be discharged forthwith. The various claimants, plaintiffs, and interveners, in their pleadings, admit that at the time when this action was instituted, the defendant Estanislao Ruiz or his brother Manuel was in possession thereof,

and the claim of Manuel Ruiz that he holds the land by virtue of a sale from his brother Estanislao Ruiz is also substantially admitted, as is also the fact that Estanislao Ruiz entered upon possession of the land by virtue of a grant from the Spanish government duly inscribed in the land register. We are of opinion that these facts are sufficient to entitle Manuel Ruiz to be left in uninterrupted possession thereof unless and until dispossessed under a final judgment of a proper court, and that the facts alleged and admitted in no wise justify the appointment of a receiver.

After twenty days, let judgment be entered in accordance herewith, reversing the judgment of the trial court, and directing the judge of that court to discharge forthwith the receiver heretofore appointed with instructions to return the land to the possession of Manuel Ruiz, and ten days thereafter let the record be remanded to the trial court for a new trial. So ordered.

Arellano, C. J., Torres, Mapa, Willard, and Tracey, JJ., concur.

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