

**AGRIPINO DE LA RAMA, PLAINTIFF AND APPELLEE, VS.
CONCEPCION SANCHEZ ET AL., DEFENDANTS AND APPELLANTS.***G.R. No. 4147. March 19, 1908*

Ponente: MAPA, J.

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This is an action dealing with the ownership of a building lot. The court found in favor of the plaintiff, and the judgment was excepted to by the defendants. The latter also moved for a new trial, but the reason for such motion does not appear in the bill of exceptions. As it is not shown that it was made by them on the ground that the evidence did not sufficiently justify the finding, or that the latter was contrary to the weight of the evidence, we have no jurisdiction to review the same, and the findings of fact contained in the judgment appealed from must be accepted by this court as they are. (Sec. 497 of the Code of Civil Procedure, and Act No. 1596.)

Reproducing as far as it is necessary the findings of fact contained in the judgment, the following facts are established: That on the 7th of June, 1902, Isabelo Labarro sold the lot in question to Concepcion Sanchez for the sum of 200 pesos, on account of which he received 150 pesos; that Sanchez in her turn, sold the lot to the plaintiff herein for the same price, 200 peso)s, on the 3d of June, 1903, he paying her 150 pesos on account, and engaging to pay the balance of 50 pesos to Labarro, to whom she still owed said sum as part of the price of the sale first mentioned; that the plaintiff took possession of the lot and dealt therewith as owner by virtue of the sale made to him by Concepcion Sanchez; that neither the latter nor Labarro have ever collected from the plaintiff the 50 pesos, the balance of the sale price; there are, on the contrary, indications that Labarro had been notified to recover the money from the plaintiff and to execute the corresponding deed of conveyance; that on the 13th of April, 1905, Isabelo Labarro again sold the building lot to defendant Enrique Delgado for the sum of 300 pesos, and that the latter, by virtue of such sale, took possession of said lot and in the month of June caused it to be fenced in, notwithstanding the opposition of the plaintiff; who, at the time, was in full and effective possession of the lot.

It is also established by the judgment that the sale made by Labarro to Concepcion Sanchez and that made by the latter to the plaintiff were made without the condition that the defendants have pretended to prove, that if the 50 pesos balance of the price of the land were not paid within a specified period the sale would be understood as rescinded, both the plaintiff and Sanchez to lose the 150 pesos which they had respectively paid on account of the purchase price.

According to the above facts it is evident that the sales of the lot, both to Concepcion Sanchez as well as to the plaintiff, were absolute and without any condition subsequent, and were further consummated by means of the delivery made thereof to the said plaintiff and the payment of the greater portion of the price stipulated. The purchase by Sanchez was effected in June, 1902, and that by the plaintiff in the same month of 1903. At the very instant when the sale was consummated, the vendor, Labarro, lost the ownership of the lot, the same being acquired, as a matter of fact and of law, by the purchaser, Sanchez, and it was thereafter conveyed to the plaintiff by virtue of the sale made to him by Sanchez. So that when Labarro made the sale to the defendant Enrique Delgado, in April, 1905, it was almost three years since the property had ceased to belong to him, such sale being

necessarily null and void for the reason that it was made by a person who was not the owner of the thing sold.

The fact that the price of the property has not yet been paid in full is not, nor can it be, an obstacle to the acquisition of the ownership thereof by the plaintiff, because as such a condition was not stipulated in the contract, the latter immediately produced its natural effects in law, the principal and most important of which being the conveyance of the ownership by means of the delivery of the thing sold to the purchaser, without prejudice, of course, to the right of the vendor to claim payment of any sum still due.

The judgment appealed from is hereby affirmed, with the costs of this instance against the appellant. So ordered.

Arellano, C. J., Torres, Johnson, Carson, Willard, and Tracey, JJ., concur.

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