

INTESTATE ESTATE OF RAFAEL JOCSON, DECEASED. CONCEPCION JOCSON DE HILADO, PLAINTIFF AND APPELLEE, VS. JESUS R. NAVA, DEFENDANT AND APPELLANT.*G.R. No. 46249, October 18, 1939*

Ponente: MORAN, J.

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On February 8, 1935, the administratrix Estefania Fenix of the intestate estate of the deceased Rafael Jocson, executed in favor of appellant Jesus R. Nava a contract of lease for a period of five crop years, over certain properties of the estate, at a stipulated rental of P1,000 a year. The contract was entered into without the intervention of the court acting in the intestate proceedings. On July 23, 1936, appellee herein, Concepcion Jocson de Hilado, filed a motion in said proceedings, praying that the administratrix be required to explain certain details in the matter of said lease; and, in reply to the answer filed by said administratrix, she prayed that the contract be declared null and void. The court, in its order of December 6, 1936, declared the contract null and void and ordered the administratrix to lease the lands comprised in the contract to the highest bidder at public auction. Jesus R. Nava, the lessee, filed a motion asking that the order be set aside, it having been issued without jurisdiction. The motion was denied, and he appealed.

The controlling issue here raised is whether or not the lower court has the power to annul, in the intestate proceedings, a contract of lease executed by the administratrix without its intervention. Appellant maintains that it has no such power, and that the contract can only be annulled in a separate, independent proceeding.

The contract here in question being a mere act of administration, could validly be entered into by the administratrix within her powers of administration, even without the court's previous authority. And the court had no power to annul or invalidate the contract in the intestate proceedings wherein it had no jurisdiction over the person of the lessee. A separate ordinary action is necessary to that effect. In *Gamboa vs. Gamboa* (G. R. No. 45121), we held:

"Creemos que el Juzgado inferior erro manifiestamente al declarar en estas mismas actuaciones de Tutela sin haberse promovido una causa separada, que el contrato de arrendamiento en cuestion es nulo por falta de aprobacion judicial. Los contratos se presumen validos mientras no se declare que no lo son; y esto solo puede hacerse mediante el ejercicio de una action ordinaria en causa aparte, que es debe determinarse la cuestion, porque el capitulo XXVII de la Ley No. 190 que habla de Tutelas no connere autoridad al Juzgado para ocuparse o mejor dicho resolver la misma. Lo resuelto en las causas de Guzman contra Anog y otro, 35 Jur. Fil., 66; Alafritz contra Mina, 28 Jur. Fil., 142; Llacer contra Munoz, 12 Jur. Fil., 336; y Hagans contra Wislizenus, 42 Jur. Fil., 928, son por su estrecha analogia al caso de autos, de mucha y oportuna aplicacion al mismo."

In *Ferraris vs. Rodas*, G. R. No. 46021, we observed:

"No se discute que el arrendamiento de la participacion de esta testarmentaria en la hacienda Talaban a favor de

Mamerto Ferraris hecha por la administradora es legal, y lo es, en efecto, pues, siendo el arrendamiento un acto de mera administracion, la administradora podia legalmente, por si sola, celebrar aquel contrato con Mamerto Ferraris. Si esto es asi, aun sin considerar si el Juzgado tenia o no jurisdiction para dictar el discutido auto, es claro que, si la tenia, abuso de ella el obrar contra los efectos legales del arrendamiento valida y legitimamente celebrado por la administradora con Mamerto Ferraris, sin que dicho arrendamiento haya sido antes declarado nulo por los procedimientos correspondientes."

Order is accordingly reversed, with costs against appellee.

Avanceña, C. J., Villa-Real, Imperial Diaz, Laurel, and Concepcion, JJ., concur.

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