6 Phil. 64

[G.R. No. 2069. April 04, 1906]

W. M. TIPTON, PLAINTIFF AND APPELLANT, VS. VICENTE CENYOR Y CANO, DEFENDANT AND APPELLEE.

D E C I S I O N

MAPA, J.:

This action involves the same question as the case of W. M. Tipton *vs*. Roman Martinez Andueza,[1] No. 2070, decided by this court January 2, 1906. Both cases relate to the nullity of a contract of lease executed by the administrator of the San Lazaro Hospital for a period of ten years, without special authority therefor. In the case cited this court held that the lease was valid as to the first six years and void as to the remaining four. For the reasons given in that case we make the same decision in the case at bar and accordingly affirm the judgment of the court below.

The appellant contends that the question in controversy in this case is whether or not the lease was void in its entirety and not whether it was void in part; that the court had no power to declare the lease partly void and partly valid and that such declaration on the part of the court was entirely foreign to the issue. The appellant further claims that the court below decided on its own motion a question not raised by the parties.

Appellant's contention can not be sustained. The ground upon which the plaintiff seeks to have the contract declared void is the absence of power on the part of the administrator of the San Lazaro Hospital to execute the lease in question. The court below properly decided that the mere fact that he was the administrator authorized him, under the law, to lease the property under his administration, without any special power, for a period not exceeding six years. The power to lease inherent to his office was full and complete within that six years' limitation. The lease, therefore, was not void to the extent of that period because he acted within the scope of his authority. He exceeded his authority, however, in so far as the remaining four years of the term stipulated in the contract was concerned. The nullity

alleged in the complaint applies to the latter part of the term of the lease but not to the first six years thereof. It would have been unjust to have declared that the contract was void or valid in its entirety. Under the law then in force it was the unavoidable duty of the lower court to declare that the lease was partly valid and partly void, and the judge of that court committed no error in so finding. This decided no question foreign to the issue as alleged. Plaintiff was granted such relief within the prayer of his complaint as to the court seemed just and proper. There was no error in this. The contract of lease is of such a nature as to permit of a partial fulfillment. If a person brings an action to recover ?30,000, and the court only gives him judgment for W0,000, it could not be said that the judgment was at variance with plaintiff's demand on the sole ground that the court did not render judgment in favor of or against the plaintiff for the precise sum asked for in the complaint. It is a well-settled doctrine that a court can grant such relief as it may deem just and legal within the demands of the litigants and the question at issue. The court is not bound to either grant or deny in its entirety the relief demanded, particularly when justice and equity require that only part of the relief be granted.

The judgment appealed from should therefore be affirmed. The appellant shall pay the costs. After the expiration of twenty days let judgment be entered in accordance herewith and let the case be remanded to the court below for execution. So ordered.

Arellano, C. J., Torres, Carson, and *Willard, JJ.,* concur.

Johnson, J., concurs in the result only.

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[1] 5 Phil. Rep., 477.

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