I

Jose De Leon, et al., Petitioners, vs. Asuncion Soriano, et al., Respondents, G. R. No. L-7648, 1954, Montemayor, J.

JUDGMENT; EXECUTION OF JUDGMENT PENDING APPEAL, NOTWITHSTANDING THE FILING OF SUPERSEDEAS BOND BY APPELLANTS.—A and her natural children had an amicable settlement according to which the latter would deliver to A more than 1,000 cavanes of rice from 1943, until the latter's death. The children defaulted in the delivery of the rice as provided for in the agreement by not making full delivery. A filed an action against them for the payment of the value of the deficiencies of 3,400 cavanes of palay, corresponding to the years 1944, 1945 and 1946. On November 7, 1950 judgment was rendered in favor of A; on January 15, 1951, judgment was executed, and A received the cash in satisfaction of the judgment in 1952. In the meantime, the children had been defaulting in their palay deliveries from 1947 up. A filed another action in September 1950 to recover the value of their deficiencies. Judgment was rendered by the Bulacan court on December 3, 1953, again in favor of A. Defendants appealed. In order to stay the order of execution, defendants filed a supersedeas bond in the sum of ₱30,000.00, but A insisted on execution. Notwithstanding the filing of the supersedeas bond as required by the Court, said court issued a second special order dated March 18, 1954, ordering the immediate execution of the judgment and requiring A to file a bond of ₱50,000. Defendants filed a petition for certiorari to set aside the special order of March 18, 1954, on grounds of abuse of discretion and excess of jurisdiction. By this time, A was already 75 years old, sickly and without relatives and heirs and without any means of support.

HELD: (1) Even after the filing of a supersedeas bond by an appellant, intended to stay execution, the trial court may in its discretion still disregard said supersedeas bond and order immediate execution provided that there are special and compelling reasons justifying immediate execution. (2) There are special cases and occasions where the surrounding circumstances are such as to point to and lead to immediate execution. We admit that such special cases and occasions are rare, but in our opinion the present case is one of them. A's need of and right to immediate execution of the decision in her favor amply satisfy the requirement of a paramount and compelling reason of urgency and justice, outweighing the security offered by the supersedeas bond, because she is already 75 years old, sickly, without any close relatives and heirs, and without any means of support.

Juan R. Liwag, Jose P. de Leon, and *Manuel V. San Jose,* for the Petitioners.

Vicente J. Francisco, for the Respondents.

DECISION

MONTEMAYOR, *J.*:

Briefly stated, the facts in the case are as follows. When Dr. Felix de Leon and Asuncion Soriano married, they were more than well-to-do, and during their marriage, with the fruits of their individual properties and their joint efforts, they acquired valuable properties so that when Dr. De Leon died in 1940, he left extensive properties, including ricelands in the provinces of Bulacan and Nueva Ecija, listed in his name. To the couple no children were born, but the husband had three acknowledged natural children named Jose, Cecilio, and Albina, all surnamed DE LEON.

As surviving spouse, Asuncion, initiated intestate proceedings for the settlement of the estate of her deceased husband under Special Proceedings No. 58390 of the Court of First Instance of Manila and she asked that she be appointed administratrix. She also asked that some of the properties included in the inventory filed by the special administrator as properties of Felix de Leon, be declared as her paraphernal property and the rest as conjugal property. The three natural children abovementioned opposed the petition, claiming all the properties listed in the inventory as belonging exclusively to their father. The parties — Asuncion on one side and the natural children on the other — finally came to an amicable settlement "in deference to the memory of Dr. Felix de Leon, and with the view to expediting the final distribution of his estate." The agreement was marked Exhibit "F" and we reproduce the pertinent portions thereof:

"WHEREAS, the PARTY OF THE FIRST PART is the surviving spouse and the PARTIES OF THE SECOND PART are the acknowledged natural children of Dr. Felix de Leon who died in Manila on November 28, 1940;

x x x x x x

"WHEREAS, the estate of the deceased Dr. Felix de Leon is now the subject of intestate proceedings, numbered Sp. Proc. No. 58390 of the Court of First Instance of Manila;

x x x x x x

"WHEREAS, the PARTY OF THE FIRST PART filed a petition dated May 31, 1941 asking that certain properties in the said inventory be declared her paraphernal properties and as such be excluded therefrom, which petition was opposed by the PARTIES OF THE SECOND PART in their pleading dated June 9, 1941;

x x x x x x

"WHEREAS, the parties hereto, in deference to the memory of Dr. Felix de Leon, and with a view to expediting the final distribution of his estate, have agreed to settle the existing differences between them under the terms and conditions hereinafter contained, the parties hereto have agreed, each with the other, as follows:

"That Doña Asuncion Soriano will receive as her share in the conjugal partnership with the deceased Felix de Leon and in full satisfaction of her right, interest or participation she now has or may hereafter have in the properties acquired by the deceased during his marriage to Asuncion Soriano:

(a) 'A parcel of land, situated in the City of Manila which was mortgaged for ₱9,000.00 and which the children of the deceased Felix de Leon assumed the obligation to release and cancel the mortgage;

(b) 'At the end of each agricultural year, by which shall be understood for the purposes of this agreement the month of March of every year, the following amounts of palay shall be given to the PARTY OF THE FIRST PART by the PARTIES OF THE SECOND PART in the month of March of the current year 1943, one thousand two hundred (1,200) cavanes of palay (macan); in the month of March of 1944, one thousand four hundred (1,400) cavanes of palay (macan); in the month of March, 1945, one thousand five hundred (1,500) cavanes of palay (macan); and in the month of March of 1946 and every succeeding year thereafter, one thousand six hundred (1,600) cavanes of palay (macan). Delivery of the palay shall be made in the warehouse required by the government, or if there be none such, at the warehouse to be selected by the PARTY OF THE FIRST PART, in San Miguel, Bulacan, free from the cost of hauling, transportation, and from any and all taxes or charges.

"It is expressly stipulated that this annual payment of palay shall cease upon the death of the PARTY OF THE FIRST PART and shall not be transmissible to her heirs or to any other person.

(c) 'The residue of the entire estate of the deceased shall

pass to the children of the deceased De Leon."

Because the De Leon children defaulted in the delivery of the palay as provided for in the agreement or rather did not make full delivery, as for instance, instead of delivering all the 1,400 cavanes of palay in March 1944, they gave only 700 cavans; in 1945 they delivered only 200 instead of 1,500 cavans; and in 1946 they gave Asuncion only 200 cavans of palay instead of 1,600, Asuncion filed an action against them, Civil Case No. 135 of the Court of First Instance of Bulacan, for the payment of the value of the deficiencies of 3.400 cavanes of palay corresponding to said three years.

The three defendants therein admitted their short deliveries but alleged as special defense that the deficiencies were caused by force majeure occasioned by Huk depredations, floods, and crop failure, and that the parties intended that the palay to be delivered yearly be harvested from the ricelands in Bulacan, and consequently, the failure of the Bulacan ricelands to produce the yearly amounts of palay agreed upon absolved them from any liability. The Bulacan court on August 16, 1947, rendered judgment in favor of Asuncion and against the defendants, holding that the obligation imposed upon the defendants to make yearly deliveries of palay was a generic one and was not excused by force majeure. On appeal to the Court of Appeals, the decision was affirmed on the same grounds. We quote a part of the decision of the said Court of Appeals:

> "We find the above-mentioned contention of the defendants-appellants untenable. Exhibit "E" clearly calls for the delivery of certain number of cavans of palay of the macan class, which are undoubtedly indeterminate or generic thing. The claim that the above-mentioned stipulations contained in agreement Exhibit "F" converted defendants' undertaking into a specific obligation to deliver palay that would be produced by the ricelands of Felix de Leon in San Miguel, Bulacan, is unwarranted. The aforesaid stipulations simply refer to the time, place and manner of payment. There is nothing in the agreement from which such pretended real intent of the parties may be deduced or inferred x x x." (Decision of the Court of Appeals.)

Defendants again appealed to this Tribunal which on August 24, 1950, affirmed the decisions of the trial court and the Court of Appeals on the same grounds. Because of defendants' motions for reconsideration and later their opposition to the execution of the final judgment, it was only on November 7, 1950, that the trial court ordered the execution thereof, and because of defendants' motion for reconsideration it was only on January 15, 1951, when the judgment was executed, and we understand Asuncion received the cash in satisfaction of the judgment only in the year 1952.

In the meantime, the De Leon children had again been defaulting in their palay deliveries from 1947 up. Thus, in March 1947 they delivered only 600, leaving a balance of 1000 cavans; in March 1948 they delivered only 500, with a deficiency of 1100 cavans; in March 1949 there was a deficiency of 800 cavans; and in March 1950 the delivery of palay was short by 900 cavans. To recover the value of these deficiencies as well as the amount of palay for every year after 1950, she (Asuncion) filed another action in September 1950 in the same Bulacan court, Civil Case No. 488. While said case was pending the De Leon children continued in their default and short deliveries; as for instance, for the year 1951, they delivered only 800, leaving a balance of 800 cavans; in 1952 they delivered 800, with a deficiency of 800 cavans. After hearing, judgment was rendered by the Bulacan court on December 3, 1953, the dispositive part thereof reading as follows:

> "IN VIEW OF THE FOREGOING, the Court renders judgment in favor of the plaintiff and orders the defendants:
>
> (1) To pay the plaintiff the amount of ₱60,450.00, corresponding to the price of 5,400 cavanes of palay that the defendants failed to deliver in 1947, 1948, 1949, 1950, 1951, and 1952, and to deliver to her 1,000 cavanes of palay corresponding to the short delivery in 1953;
>
> (2) To pay the plaintiff as damages interest at 6% on ₱12,000.00 from October 10, 1947; on ₱11,000.00 from December 8, 1948; on ₱11,880.00 from December 8, 1949; on ₱9,450.00 from September 4, 1950; on ₱8,560.00 from October 2, 1952; and on ₱8,560.00 from October 2, 1952, up to the date of payment;
>
> (3) To pay further to the plaintiff twenty percent (20%) of the total amount of plaintiff's recovery excepting the interests as damages in the form of attorney's fees;
>
> The defendants are also hereby ordered to deliver to the plaintiff 1,600 cavanes of palay in the month of March 1954 and every month of March of the succeeding years during the lifetime of the plaintiff, and to pay also the costs of this suit."

In Civil Case No. 488, the defendants De Leons put up the same defense, namely, that it was the intention of the parties that the palay to be delivered by them yearly to Asuncion was to come from the ricelands in Bulacan, and that because of failure of said ricelands to produce palay sufficient to cover the deliveries agreed upon, due to force majeure caused by Huk trouble and crop failure, they were excused or absolved from the full fulfillment of their obligation. The trial court in its decision said that this was the same defense and issue put up and raised in Civil Case No. 135 in 1946, and that because of the final decision in that case by the trial court, affirmed by the Court of Appeals and reaffirmed by the Supreme Court, the present defendants in Civil Case No. 488, in the words of the trial court are "foreclosed from putting up this defense of force majeure in crop failure on the principle of estoppel by or conclusiveness of judgment."

Defendants have appealed from that decision. However, pending the perfection of their appeal, plaintiff Asuncion petitioned for the execution of the judgment pending appeal on the ground that the appeal was frivolous, intended only for purposes of delay. Over the opposition of the defendants the trial court issued a special order dated February 12, 1954, accepting the reasons given by Asuncion in her petition as good and sufficient grounds for execution, and granting the petition unless the defendants put up a supersedeas bond in the sum of ₱30,000.00. Asuncion moved for the reconsideration of the order insisting on execution. The defendants filed the corresponding supersedeas bond. After the filing of several pleadings and a prolonged discussion of the legality and propriety of executing the judgment pending appeal, notwithstanding the filing of the supersedeas bond as required by the court in its special order, said court issued a second special order dated March 18, 1954, ordering the immediate execution of the judgment in spite of the filing of the supersedeas bond, but requiring plaintiff Asuncion to file a bond in the sum of ₱50,000.00, which she did. To give some idea of the reason prompting the trial court in ordering immediate execution we quote a paragraph of its order, to wit:

> "Therefore, in conclusion this Court is of the opinion and so hold that the fact that the appeal is frivolous and intended for the purpose of delay, and considering that the herein plaintiff is an old woman of 75 years, sickly and without any means of living, are all in the opinion of the Court strong grounds to justify the execution of the judgment in spite of the supersedeas bond, because the right of the plaintiff to live and to pursue her happiness are paramount rights which outweigh the security offered by the supersedeas bond."

Claiming that the appeal is not frivolous and that there is no good reason for ordering immediate execution of the judgment pending appeal because the appellee has the security of their supersedeas bond; but that on the other hand a premature execution would cause irreparable damage to them (appellants) should they finally win the case because said execution would mean the sale of extensive properties of the appellants, the latter have filed the present petition for certiorari to set aside the special order of March 18, 1954, on grounds of abuse of discretion and excess of jurisdiction.

Petitioners invoke the provisions of Rule 39, Section 2, which for purposes of ready reference, we reproduce below:

"SEC. 2. *Execution discretionary.* — Before expiration of the time of appeal, execution may issue, in the discretion of the court, on motion of the prevailing party with notice to the adverse party, upon good reasons to be stated in a special order. If a record on appeal is filed thereafter,the special order shall be included therein. Execution issued before the expiration of the time to appeal may be stayed upon the approval by the court of a sufficient supersedeas bond filed by the appellant, conditioned for the performance of the judgment or order appealed from in case it be affirmed wholly or in part."

They lay stress on the last sentence, particularly that phrase referring to stay of execution, whose provision, in their opinion is mandatory in the sense that upon the approval by the court of the supersedeas bond filed by appellants, the court has no choice and must stay execution.

We are favored with able briefs and memoranda filed by counsels for both parties, and after a careful study and consideration of the authorities and arguments contained in them, we have arrived at the conclusion that even after the filing of a supersedeas bond by an appellant, intended to stay execution, the trial court may in its discretion still disregard said supersedeas bond and order immediate execution provided that there are special and compelling reasons justifying immediate execution.

In the case of Caragao vs. Maceren, promulgated on October 17, 1952, this Court said:

"The general rule is that the execution of judgment is stayed by the perfection of an appeal. While provisions are inserted in the rules to forestall cases in which an executed judgment is reversed on appeal, the execution of the judgment is the exception, not the rule. And an execution may issue only 'upon good reasons stated in the order'. The ground for the granting of the execution must be good ground (Aguilos vs. Barrios, 22 Phil. 285). It follows that when the Court has already granted stay of execution, upon the adverse partly filing a supersedeas bond, the *circumstances* justifying execution in spite of the supersedeas bond *must be paramount;* they should *outweigh the security offered by the supersedeas bond.* In this case only *compelling reasons* of *urgency or justice* can justify the execution."

From the above quoted ruling one may gather that there are special cases and occasions where the surrounding circumstances are such as to point to and lead to immediate execution. We admit that such special cases and occasions are rare, but in our opinion the present case is one of them. Asuncion's need of and right to immediate execution of the decision in her favor amply satisfy the requirement of a paramount and compelling reason of urgency and justice, outweighing the security offered by the supersedeas bond.

Without necessarily anticipating the result of the appeal which involves, according to the trial court, the same issue raised and decided in Civil Case No. 135 between the same parties, one might venture to speculate and to say that as between the parties appellants and appellee, the odds are a little against the former. First, appellants have to convince the appellate court or courts that although nothing is said in the agreement between the parties (Exhibit F) about the palay which the defendants undertook to deliver yearly, as coming from the ricelands of Dr. de Leon in the province of Bulacan, still, that was the intention of the parties, this, in spite of the fact that the courts, trial and appellate, including this Tribunal, in Civil Case No. 135 have finally interpreted said agreement and decided against them; and secondly, and equally important, they must convince the appellate court or courts that they (appellants) may again raise this same question or issue before the courts in this case, involving as it does, the same parties. Because of this, the trial court in ordering immediate execution, considered the appeal frivolous and made for purposes of delay, which reasons we held in the case of Sawit et al. vs. Rodas, 73 Phil. 310 to be good reasons for ordering execution pending appeal.

Now, to justify execution in spite the filing of the supersedeas bond required by the trial court, we find added, weighty reasons, one of which is that if the execution of the judgment is to await the final decision of the case by the appellate court or courts, considering the age and state of health of appellee Asuncion Soriano, even if she won the case eventually, she may not be alive by then to enjoy her winnings.

It will be remembered that Asuncion obtained a judgment in the Bulacan court in 1947 ordering the herein defendants to pay to her the value of the deficiencies in palay deliveries for 1944, 1945, and 1946, but that judgment was not finally satisfied in cash until 1952, that is to say, a period of about five years after the judgment of the trial court in 1947. According to counsel for respondent Asuncion this was due to the numerous motions for reconsiderations and written oppositions of the defendants therein which he considered dilatory tactics. Petitioners De Leon in this case have appealed from the decision in favor of Asuncion in Civil Case No. 488. Considering the fact that the decision appealed from involves questions of fact such as the value of palay in the years 1947, 1948 up to March 1953, the appeal may have gone to the Court of Appeals, and it is not improbable that the case may further be appealed to this Tribunal. And if what happened in Civil Case No. 135, as regards the interval of about five years between the trial court's judgment in 1947 and the satisfaction thereof in 1952, is any indication, Asuncion may yet have to wait about four or five years before this case is finally terminated. And she is afraid that considering her delicate health and her age (she is now 75 years old) she may not live that long. We fully agree with her and her counsel. She is nearing the end of life's span. Of course, it is to be hoped that she may have many more years to live; but we all know that man's hopes and wishes on that point have little, if any effect.

If we examine the contents of the agreement (Exhibit F) particularly the period of time within which the palay deliveries are to be made, we will notice that it is only during Asuncion's life time. Says the agreement — "it is expressly stipulated that this annual payment of palay shall cease upon the death of the PARTY OF THE FIRST PART (Asuncion);" it further says that the right to said palay deliveries "shall not be transmissible to her heirs or to any other person." Clearly, the right is peculiarly personal, only for Asuncion, and only as long as she lived. In other words, the palay was intended in the nature of a life pension for her maintenance, support and enjoyment, and if that was the intention of the parties, it is evident that said purposes would be frustrated and the benefit to Asuncion intended would be futile and unavailing, if the palay deliveries are too long delayed and are to be deferred until after final decision of this case, which may be after her death. The case is not unlike that of a judgment for support and education of children. The money or property adjudged for support and education should and must be given presently and without delay because if it had to await the final judgment, the children may in the meantime have suffered because of lack of food or have missed and lost years in school because of lack of funds. One cannot delay the payment of such funds for support and education for the reason that if paid long afterwards, however much the accumulated amount, its payment cannot cure the evil and repair the damage caused. The children with such belated payment for support and education cannot as gluttons eat voraciously and unwisely, afterwards, to make up for the years of hunger and starvation. Neither may they enroll in several classes and schools and take up numerous subjects all at once to make up for the years they missed school, due to non-payment of the funds when needed. Neither can one say that it is perfectly fair and to delay the satisfaction of the judgment in favor of Asuncion even after her death because her heirs will inherit it anyway, because it is a fact that she has no direct heirs and she is living all alone without any near relatives. All these circumstances combine and make up a compelling and paramount reason to warrant immediate execution of the judgment despite the filing of the supersedeas bond. Far better that respondent-plaintiff Asuncion be allowed and granted the opportunity to receive and enjoy the palay she is entitled to under the agreement as interpreted by the courts, now, even at the inconvnience of

petitioners-defendants, but with the security of the ₱50,000-bond, than that she be required to await final judgment which may yet take a few years, and which for her may come too late.

In the foregoing considerations as to the necessity of immediate execution of the judgment, we have in mind and refer only to that part of the decision (paragraphs 1 and 2 of the dispositive part) regarding the value of the palay not delivered from 1947 to 1952, inclusive; the palay or the value thereof corresponding to the deficiencies in March 1953 and March 1954, and for the years thereafter, including the interest mentioned in paragraph 2. With respect to attorney's fees, as to the propriety of whose award and the amount thereof, has yet to be passed upon by the appellate court or courts, we feel that it should await the final decision in this case.

In view of the foregoing, the petition for certiorari is denied in part as regards execution of paragraphs 1 and 2 of the dispositive part of the trial court's decision, and as mentioned herein; it is in part granted as regards the payment of attorney's fees. No costs. The writ of preliminary injunction heretofore issued is dissolved.

Paras, C.J., Pablo, Bengzon, Padilla, Alex Reyes, Jugo, Concepcion, J.B.L. Reyes, J.J., concur.

Bautista Angelo and *Labrador,* J.J., did not take part.

II

Smith, Bell & Co., Ltd., Petitioner vs. Register of Deeds of Davao, Respondent, No. L-7084, October 27, 1954, *Pablo, J.*

CONSTITUTIONAL LAW; LEASE OF PRIVATE PROPERTIES TO ALIENS. — The Constitution and the Civil Code of the Philippines do not prohibit the lease of private properties to aliens for a period which does not exceed 99 years. The contract, the registration of which is the object of litigation, lasts 25 years only extendable for another 25 years; it does not reach 99 years. Therefore, it is in accordance with law and is valid.

Ross, Selph, Carrascoso & Janda for Petitioner.

Patrocinio Vega Quintain for Respondent.

DECISION

PABLO, *M.*:

La recurrente pide una orden perentoria contra el Registrador de Títulos de la ciudad de Davao para que registre el contrato de arrendamiento otorgado a su favor por la Atlantic Gulf & Pacific Co. of Manila.

Los hechos son los siguientes: La recurrente es una corporación extranjera, organizada de acuerdo con las leyes de Filipinas, con oficinas en Manila. En 9 de junio de 1953 la Atlantic Gulf & Pacific Co. of Manila, una corporación organizada de acuerdo con las leyes de West Virginia, Estados Unidos de América, con licencia para negociar en Filipinas, dió en arrendamiento a las recurrente el Lote No. 1241 del catastro de Davao. La claúsula de la escritura pertinente al caso es del tenor siguiento:

> "2. That the term of this lease shall be twenty five (25) years from the date hereof, subject to renewal or extension for another twenty-five (25) years, under such terms and conditions as the parties hereto may thereupon mutually agree. For the purposes of such renewal or extension, the LESSEE shall so convey in writing to the LESSOR at least ninety (90) days before the expiration of the lease."

En 13 de julio del mismo año la recurrente, por medio de su abogado, presentó la escritura de arrendamiento para su inscripción al Registrador de Títulos de Davao, el cual expresó sus dudas acerca de la procedencia del registro, teniendo en cuenta la circular No. 139 de la Oficina General de Registro de Terrenos; y si la recurrente insistía en el registro, dicho registrador elevaría el asunto en consulta a la 4.a sala del Juzgado de Primera Instancia de Manila. El abogado de la recurrente, creyendo que tardaría mucho tiempo una consulta al juzgado, acudió a la Oficina General de Registro de Terrenos, cuyo jefe, el Sr. Enrique Altavás, resolviendo la consulta, expidió el siguiente dictamen:

> "With reference to your letter of the 13th instant, inquiring as to whether or not the Register of Deeds of Davao was justified in refusing the registration of the lease agreement over a parcel of land executed by Atlantic, Gulf & Pacific Co. (American owned) in favor of your client, Smith, Bell & Co., Ltd., an alien corporation, for a period of 25 years with option to renew for another 25 years, I have the honor to quote hereunder the dispositive portion of the resolution of the Court of First Instance of Manila, 4th Branch, to Consulta No. 136 of the Register of Deeds of Camarines Sur, as follows:
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> > "After a careful study of the facts stated in the abovementioned transcribed consulta, the undersigned is of the opinion that, until otherwise fixed by a superior authority, twenty-five years is a reasonable period of duration for the lease of a private agricultural land in favor of an alien qualified to acquire and hold such right, which has been recognized by the Supreme Court in its decision in the case of Krivenko vs. The Register of Deeds of Manila.'
>
> "In view thereof, the Register of Deeds of Davao, was justified in refusing the registration of the aforesaid lease as it is in contravention of the said resolution of the Court which has been circularized to all Registers of Deeds in our Circular No. 139 dated May 6, 1952."

El jefe de la Ofina General de Registro de Terrenos funda su opinión en una circular del Secretario de Justicia, que en parte dice así: "since it is ownership by aliens which is prescribed, the test in determining the reasonableness of the period should be whether the lease in effect amounts to a conferment of dominion on the lessee" so that the period of the lease should not be of "such a duration as to vest in the lessee the possession and enjoyment of land with the permanency which proprietorship ordinarily gives."

Fundándose en el párrafo 6 del articulo 1491, relacionado con el artículo 1646 del Código Civil de Filipinas, algunos contienden que los extranjeros que no pueden comprar bienes inmuebles por disposición constitucional (Krivenko contra Director de Terrenos) tampoco pueden obtenerlos en arrendamiento. En nuestra opinión, la contención carece de base por varias razones.

Para saber el alcance de estos tres artículos del nuevo Código Civil, investiguemos la razón por qué fueron adoptados. Dichos artículos dicen así:

"ART. 1646. The persons disqualified to buy referred to in articles 1490 and 1491, are also disqualified to become lessees of the things mentioned therein.

"ART. 1490. The husband and the wife cannot sell property to each other, except:

(1) When a separation of property was agreed upon *in*[1] *the marriage settlements;* or

(2) When there has been a judicial separation of property (in accordance with the provisions of Chapter VI, Title III, of this book) *under article* 191.

"ART. 1491. The following persons cannot acquire by purchase, even at a public or judicial auction, either in person or through the mediation of another:

(1) The guardian or PROTUTOR, the property of the person or persons who may be under his guardianship;

(2) Agents, the property whose administration or sale may have been entrusted to them, *unless the consent of the principal has been given;*

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[1] Las lineas subrayadas son adiciones al Codigo Civil antiguo, los que estan entre parentesis son las sustituidas y las que estan en letras mayusculas son las partes suprimidas.