

[G.R. No. 49. May 11, 1903]

**THE MUNICIPALITY OF ANTIPOLO, PLAINTIFF, VS. THE COMMUNITY OF
CAINTA, DEFENDANT.**

D E C I S I O N

ARELLANO, C.J.:

Pablo de la Cruz, representing the community of the town of Cainta, then belonging to the district of Morong and now in the Province of Rizal, filed with the general direction of civil administration, under the former Spanish government, a petition dated the 22d of May, 1893, in which he commences by stating that his purpose is "to obtain the return of the *use and enjoyment* of ninety-two *quinones* of common lands belonging to the said town, which a long time ago were leased to the community of the town of Antipolo, of the same district of Morong." He then continued to give the history of this land, stating that under the original organization of the town of Cainta it was given to the ancestors of the inhabitants, together with other lands at a place called Balanti in the same township; that these lands were forfeited by the rebellion of the townspeople, but, they having been pardoned and having again submitted, the lands were restored to them by order of the superior government of the Islands, as commons, to the end that they might never be conveyed or encumbered; that subsequently, at a period he was unable to specify, the people of Cainta leased these lands to the people of Antipolo, in consideration of one real for each *balita*; that this *canon* was first paid to the township itself, and subsequently to the government of Morong, until in 1887, at which time the general government ordered that the common lands of Cainta should be exempt from the payment of any canon to the government, and the people of Antipolo ceased to pay the 115 pesos per annum, which, at the rate of one *real* per *balita*, they had been paying theretofore. They nevertheless continued to hold the lands, which, upon the cessation of the payment of the rent, should have been returned to the town of Cainta. The petition concludes with this prayer, addressed to the civil department of the government: "Therefore the petitioners pray for the return to our township of the *use and*

enjoyment of our ninety-two quinones of common land still retained by the Antipolo people, and that in due time the political or military government of Morong be directed to effect the said return, after compliance with the necessary formalities."

The hearing upon this petition by order of the central office of the civil administration consisted of an interrogatory addressed by the governor of Morong to the representatives of the two contending townships:

"To the representatives of the town of Antipolo: State whether you have any written contract concerning the lease of ninety-two *quinones* of land belonging to the township of Cainta, or else state the conditions of the lease and the time of its duration." To this question the following answer was given: "That they have no contract whatsoever in writing concerning the lease of the lands in question, which they consider to be the property of the town of Antipolo, they having thus received them from their ancestors."

Similar questions having been addressed to the representatives of the town of Cainta, they replied "that they have no written contract with respect to the lease of the lands in question, which the town of Antipolo has been enjoying for many years, paying into the government treasury as a ground rent the sum of 115 pesos per annum, which should now be paid into the treasury of this town, the said lands being the property of the township of Cainta, and that they are unable to state the time of the duration of this lease, as they are unacquainted with the terms of the contract *made by their ancestors with the people of Antipolo.*" (Folio 74 of the record.)

The consulting attorney of the department, having been called upon for an opinion, stated, on July 20, 1894, that the terms and conditions upon which the alleged lease was made were unknown to him, and in an opinion dated the 18th of September said: "The existence of the contract not being evidenced by any document, the term not having been fixed, and there being no custom prevailing at the place of the execution of the contract by which leases are terminated, and it appearing, on the other hand, that the people of Cainta are the owners of these lands, the beneficial title thereto should be *returned* to the said town, without any other limitation of time than that prescribed for country estates in article 1577 of the Civil Code." (Folio 80 of the record.) And the bureau in which the investigation was being made reported: "From this point of view the right of the people of the town of Cainta to recover the beneficial title to their lands, and to enjoy them, is unquestionable, *because the*

township is the owner of the fee of these lands. * * * It follows, then, that the town of Cainta is entitled to recover the title to the said lands, subject to the provisions of article 1577 of the Civil Code, there being no contract or custom established in these towns which would serve as a guide in terminating this lease. Therefore the bureau is of the opinion that your excellency might properly resolve, should you see fit to do so, to suggest to His Excellency the Governor-General of these Islands that he declare the lease of the ninety-two *quinones* of land of which the town of Antipolo has been enjoying the usufruct to be terminated, and *to return the same* to the town of Cainta. * * * This decision should be communicated to the politico-military government of Morong, to the end that, after compliance with the necessary formalities, that officer deliver to the representatives of the town of Cainta said ninety-two *quinones* of common lands belonging to the said town." This opinion of the bureau, dated the 18th of February, 1896, was concurred in by the director-general of the civil administration on the 28th of the same month, and finally by the Governor-General of the Islands on the same date.

Such is the administrative resolution of February 28, 1896, against which a contentious administrative complaint was filed by the municipality of Antipolo on the 3d of August following, and to which the government attorney for the contentious administrative court filed his answer April 22, 1898, the community of Cainta not having appeared to assist in the defense. The office of attorney of the contentious administrative court having been abolished, and this case having been transferred to the jurisdiction of this court before the evidence had been taken, the municipality of Cainta was admitted as a party to the proceedings, and both the plaintiff and the defendant introduced their evidence in the manner and time prescribed by the court. It is to be observed in this case: (1) That the community of Cainta has persistently demanded solely the return of the *enjoyment* of certain lands, while the government has ordered the return of the *dominium utile* to the end that upon its being consolidated with the *dominium directum* supposed to have been retained by the town, the lands may henceforth belong to the said town in *plenum dominium*. (2) That the cause of action relied upon by the township of Cainta was a contract of lease, and the order for the return of the *dominium utile* of these lands in no wise conforms to the nature of this contract, as it is evident that the object of the lease, as distinguished from usufruct, and emphyteusis, can be nothing more than the user of the estate. (3) That without evidence of the existence of the supposed contract of lease, or of any of the said real rights of usufruct or emphyteusis, certain lands have been delivered to the town of Cainta in *plenum dominium* by means of a revindictory action, and not by an action of unlawful detainer. This might result in a violation of the property rights of the

state, of some township, or of a private individual, over which rights neither the administrative departments nor the contentious administrative courts have jurisdiction.

It is a fact, and no one has contended the contrary, that this is not a case of a contract made by the administration for the lease of some administrative service or public work, but, if anything, is a contract between the towns of Cainta and Antipolo which goes back to a very remote period—about the year 1600. But, however that may be, the only thing which appears from the record is that Antipolo has been exercising the right of the enjoyment of 92 *quinones* of land, subject to the payment of 1 *real per balita*, or the sum total of 115 pesos per annum. It is well settled, as a matter of administrative practice, that the jurisdiction conferred by the former law and by the law of September 13 (in the Philippines of November 23), 1888, upon contentious administrative courts, for the purpose of taking cognizance of questions concerning the fulfillment, interpretation, rescission, and effects of contracts entered into by the administration, is limited to contracts which have for their purpose a public service or other works of this class. (Judgment of the supreme court of Spain of December 12, 1890.) For this same reason, in another judgment of November 6, 1891, the contentious administrative court of Spain set aside the decision and all the proceedings, in a contentious suit brought concerning the lease of a building by the owner to the treasury department of the Philippines to be used by the supreme court of Manila, and held that it was settled by the decisions of the court that questions of jurisdiction are of public interest and may be raised at any stage of the case, and that the fact that the complaint has been admitted in a contentious administrative court is not an obstacle, for to so regard the admission of a complaint would imply an extension of jurisdiction contrary to the law and to the nature of the thing in litigation.

Applying these principles to the questions in this case, the complaint filed in the contentious administrative court is authorized by the law cited, of November 23, 1888, in article 1, but the subject-matter of the litigation is not. Under the provisions of article 4, paragraph 2, the contentious administrative courts are without jurisdiction to try issues of a civil or criminal character which correspond to the ordinary jurisdiction, and cases resulting from the disregard of civil rights are regarded as of a civil character and as pertaining to the jurisdiction of the ordinary courts.

The sixth paragraph of the complaint reads as follows: "In the gubernative proceedings, and doubtless by reason of a lamentable error, a question entirely foreign to its jurisdiction has been decided. The community of Cainta, claiming the ownership to the ninety-two *quinones* of land in question, has brought a revindicatory action against the present possessor of

these lands, to wit, my client, the community of Antipolo. Counsel is unaware of any law whatever Avhich confers judicial authority upon the central office of the civil administration, and it is a matter which will warrant no discussion that the ordinary courts alone are invested with authority to take cognizance of complaints in which actions concerning ownership or possession are brought.”

To this allegation neither the fiscal of the contentious administrative court nor the attorney for the township of Cainta has made reply.

This lack of jurisdiction can not have been unknown either to the central office of the civil administration or to the township of Cainta.

Pablo de la Cruz, himself the representative of the township of Cainta, on June 10, 1891, had presented to the central office of civil administration a petition praying for a grant of common lands, and on the 4th of November, 1892, that is to say, six months before the presentation of the petition upon which this proceeding was instituted, the first petition was decided by a decree of the Governor-General which in part reads as follows: “The rights which the petitioners claim to have to the lands alleged to have been leased in usufruct almost two hundred years ago to the inhabitants of Antipolo are based solely upon a simple copy of a deed - a document which can not be regarded as of any force whatever. Furthermore, even if this document were legal evidence, it would constitute a contract entered into between two towns, the performance of which can only be enforced by the ordinary courts, but under no circumstances by the administrative authorities.” (Folio 33 of the printed record,) It is inexplicable that this department, which has been unable to grant common lands to the town of Cainta, including therein the 92 *quinones* enjoyed by the people of Antipolo, to the end that they might thus acquire the character of common lands, which they are supposed to have in the proceedings, should shortly after direct the delivery of these lands to the township of Cainta to the end that it might enjoy the same in *plenum dominium*.

It follows, therefore, that the possession given the township of Cainta by virtue of the order of February 28, 1896, was wholly illegal, and that the ouster of the people of Antipolo from these lands, which they had been enjoying for a valuable consideration from time immemorial, was also illegal.

By virtue thereof we declare the decision of February 28, 1896, to be void, together with all the proceedings leading up to the same, and also declare void the delivery of the lands made

by the politico-military government of Morong on the 20th of March, 1896, without special condemnation as to costs. So ordered.

Cooper, Willard, Mapa, and Ladd, JJ., concur.

Torres and McDonough, JJ., did not sit in this case.

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