

[G.R. No. 1562. April 11, 1906]

**RAFAEL ENRIQUEZ, PLAINTIFF AND APPELLEE, VS. A. S. WATSON & CO. ET AL.,
DEFENDANTS AND APPELLANTS.**

D E C I S I O N

WILLARD, J.:

The plaintiff brought this action on the 5th day of April, 1902, as administrator of the testate estate of Antonio Enriquez, who died in the year 1883. The testator at the time of his death was, and his estate now &, the owner of a lot of land with the buildings thereon situated on the Escolta, in the city of Manila, and occupied by the defendant company as a drug store. The plaintiff, in his complaint, alleged that the defendants had been in the possession and enjoyment of the property from the 20th day of June, 1900, until the 1st day of November, 1901; that the reasonable value of the use of the property during that time was 32,000 Mexican pesos; that no part of the said sum has been paid except the sum of 19,200 Mexican pesos, and the plaintiff asked judgment for the sum of 12,800 pesos and interest. Judgment was ordered in the court below in favor of defendants Humphreys, Joy, and Morley. Judgment was also ordered in favor of the plaintiff and against the defendants Watson & Co. for the sum of 10,800 pesos, local currency, and the costs. From the judgment in favor of the defendants, Humphreys, Joy, and Morley, the plaintiff did not appeal, but from the judgment against Watson & Co. the latter did appeal.

On the 20th day of June, 1900, Watson & Co. were in possession of part of the property by virtue of a contract of lease made with the then executor of the said estate on the 29th day of July, 1895. The rent due under this lease from the 20th day of June, 1900, to the 25th day of January, 1901, has been paid by Watson & Co. On the 25th day of January, 1901, a new lease was made between the then executor and administrator of the estate, Francisco Enriquez, and the defendants Watson & Co. for a term of twelve years. All the rent due under this lease has been paid by the defendant up to the 1st day of November, 1901. If the

estate represented by the plaintiff is bound by the terms of these two leases for the time mentioned in the complaint, namely, from the 20th day of June, 1900, to the 1st day of November, 1901, then there is nothing due to the plaintiff, and the judgment must be reversed. In regard to the first lease, the claim of the plaintiff seems to be this: On the 20th of June, 1900, the plaintiff, as administrator of the estate of Antonio Enriquez, obtained a judgment by default in the court of a justice of the peace of the city of Manila in a proceeding of forcible entry and detainer, for the ejectment of Watson & Co. from the premises on the ground of nonpayment of rent, and the plaintiff's claim is that judgment terminated the then existing lease, and that if Watson & Co. occupied the premises after that, as they did, then they were bound to pay the reasonable value of the use of the premises, which the plaintiff alleged was more than the amount provided for in the lease.

In the case of *Enriquez vs. Watson & Co.* (1 Phil. Rep., 44) this court held as follows:

“In view of the established facts above related we are of the opinion and decide that there have been subsequent juridical acts between the appellants (Watson & Co:) on one side and on the other the Enriquez estate, represented either by Bon Francisco or by Don Rafael, by virtue of which the said appellants must have continued as such tenants of the estate, notwithstanding the judgment given on June 20, 1900, which by reason of the very acts of the plaintiff estate has become ineffective and has lost its executory force.”

An examination of that case will show that Watson & Co., after the 20th of June, paid, and the Enriquez estate received, as rent for the premises the amount named in the lease. Under these circumstances there can be no recovery now by the plaintiff for any additional rent for the time elapsing between the 20th of June, 1900, and the 25th of January, 1901.

As to the lease made on the 25th of January, 1901, the claim of the plaintiff is that it is void because made for a term exceeding six years. The question presented by this claim has been decided adversely to the appellee in the case of *Tipton vs. Martinez*,^[1] No. 2070, January 2, 1906, in which it was held that a lease made by an administrator such as is referred to in article 1548 of the Civil Code, for more than six years, is valid for six years and void for the excess. In accordance with that decision Watson & Co. had a right to occupy the premises for six years from the 25th of January, 1901, by paying the amount provided for in that lease.

It is claimed, however, by the appellee, that the validity of this contract of lease has already been passed upon judicially, and that it has been declared void. There is nothing in the case of Enriquez vs. Watson above cited to support any such contention. Neither does the order made on the 25th of May, 1901, by one of the judges of the Court of First Instance for the district of Intramuros, found on page 27 of the bill of exceptions, support this claim. After the judgment of the 20th of June, 1900, had been rendered, Rafael Enriquez was removed as administrator of the estate and Francisco Enriquez succeeded him. He remained as such executor and administrator until some time in March, 1901. He was then removed, and Rafael Enriquez was again appointed. Upon this second appointment of Rafael Enriquez, he attempted to enforce the judgment of the 20th of June, 1900, and Watson & Co. resisted this attempt. They made an application to the court for suspension of the order directing execution of the judgment. It seems from the order above mentioned of the 25th of May, 1901, that with this motion for suspension they presented the contract of lease made on the 25th of January, 1901, above referred to, as one reason why a suspension should be ordered. The Court of First Instance, in deciding that motion, held that the judgment having become final, it had no authority to suspend its execution. The judge also added in the decision that the contract of the 25th of January, 1901, was null and void. This last declaration was in no sense necessary for the determination of the motion then pending before the court. It had been determined by the statement that the judgment being final no suspension was possible. Under these circumstances the judgment in the case was not *res adjudicata* as to the validity of this lease.

We see no evidence in the case to show that the lease of 1895, or the lease of January 25, 1901, was made by Watson & Co. and Francisco Enriquez in fraud of the rights of the other heirs of the estate.

The judgment of the court below in favor of the plaintiff and against Watson & Co. is reversed and after the expiration of twenty days final judgment will be entered in accordance herewith and ten days thereafter the case will be remanded to the court below with instructions to enter judgment in their favor and against the plaintiff, absolving them from the complaint, with costs. No costs will be allowed in this court. So ordered.

Arellano, C. J., Torres, Mapa, Johnson, and Carson, JJ., concur.

^[1] 5 Phil. Rep., 477.

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