

[G.R. No. 2638. November 30, 1906]

**AGATONA TUASON ET AL., PLAINTIFFS AND APPELLEES, VS. IGNACIA USON,
DEFENDANT AND APPELLANT.**

D E C I S I O N

TORRES, J.:

In a written complaint filed on the 12th of October, 1904, by Attorney Wade H. Kitchens, in behalf of Agatona, Victor, Anacleto, and Juana Tuason, in the Court of First Instance of Pangasinan, the plaintiffs to this action prayed that judgment be rendered therein declaring that the house and lot referred to in the complaint as being situated on Calle San Vicente, in the town of Lingayen, Province of Pangasinan, belonged to them, and that they were entitled to the possession of the same; and that the defendants Ignacia Uson be directed to pay to them P1,550 as damages for the wrongful use and occupation of the premises, and costs of the suit, alleging in support thereof that they were the owners of the said house and lot bounded on the north by Calle San Vicente, on the east by the lot of the heirs of Wenceslao Puson, on the south by the Agno River, and on the west by the lot of Leoncia George; that in 1898, while they were in possession of the property, the defendant entered upon the same unlawfully and has continued in the wrongful possession thereof depriving the plaintiffs of the use and enjoyment of the premises; and that on account of this wrongful possession of the defendant, the plaintiffs have suffered damages to the extent of P1,550, Philippine currency.

The defendant ignacia Uson filed an answer to the said complaint through her attorney Isabelo Artacho, wherein she denied each and all the allegations of the said complaint, Hotting up as a special defense that the defendant and her minor children Rafael and Antonio Uson were the owners of the property described in the complaint.

After the testimony introduced by both parties had been taken and the documentary proof had been joined to the record, the court directed counsel for plaintiffs to amend his said

complaint so as to conform with the facts established at the trial, and the complaint was amended as follows:

That in paragraphs 3 and 4 of the complaint the figures representing the year 1898 be changed to read 1900; that the receipt which the defendant had in her possession for the sum of 200 pesos, alleged to have been received by Agatona Tun son from Vicente Puson in 1893, as an advance payment on the purchase price of the house, was. false as it was not signed either by Agatona Tuason or her nephew; that the receipt signed by Agatona Tuason for the sum of 70 pesos, delivered to her by Ignacia Uson,. was for the accumulated rents for the said house and that it was false that the said sum represented the purchase price of the house and lot referred to; that Anacleto Tuason, who signed a receipt for 30 pesos delivered to him by Ignacia Uson, had nothing to do with and knew nothing of the alleged sale of the said house and lot, he having signed the receipt by order of the defendant without the knowledge or consent of the other plaintiffs, who did not receive any part of the aforesaid amount of 30 pesos j wherefore, the plaintiffs prayed that the receipt for 200 pesos alleged to have been signed by Agatona Tuason in 1893 be declared false; thai; it be adjudged that the 70 pesos referred to in the receipt signed in 1900 by Tuason in favor of Ignacia Uson represented accumulated rent due for the use and occupation of the property, and not an advance payment on the purchase price of the property; and that the receipt for 30 pesos signed by Anacleto Tuason in favor of the defendant be declared void in so far as it relates to the sale of the said house and lot.

In view of the evidence the court below rendered judgment, December 28, 1904, declaring that Agatona Tuason and her coplaintiffs were the lawful owners of the house and lot involved in this case and directed the defendant, Ignacia Uson, to turn over the possession of the same to the plaintiffs and pay to them the sum of P280, Philippine currency, for the use and occupation of said premises, with the costs of proceedings. The defendant excepted to this judgment, and moved for a new trial on the ground that the judgment of the court below was not justified by the evidence, it being contrary to law, which said motion was overruled, the defendant having excepted to the order of the court overruling the same.

In order to decide this case properly and justly it becomes necessary: to take as a starting point the main and all important fact established by the evidence that the house and lot in question belonged to Agatona Tuason and her brothers, one of whom was the father of the other plaintiff to this action. It was so admitted by the defendant, Ignacia Uson, in her affidavits appearing on pages 1 and 34 to 38 of the record.

The defendant, however, denied the facts alleged by the plaintiffs and that she occupied the premises as a tenant, and insisted that she and her minor children are the owners of the said house and lot, she and her deceased husband, Vicente Puson, during his lifetime, having acquired the same in or prior to the year 1885, under a verbal contract of purchase.

It is a settled principle of law that the burden of proof lies with the person making the allegation, and this principle is recognized in article 1214 of the Civil Code. Section 297 of the Code of Civil Procedure provides as follows:

“Each party must prove his own affirmative allegations. Evidence need not be given in support of a negative allegation except when such negative allegation is an essential part of the statement of the right or title on which the cause of action or defense is founded, nor even in such case when the allegation is a denial of the existence of a document, the custody of which belongs to the opposite party.”

It having been admitted that the plaintiffs were the original owners of the property in question, in order that the defendant may prevail in this action it is absolutely necessary for her to prove in a satisfactory manner that she is in possession of the said property as owner of the same and that she acquired or purchased it from the real owner. This she must establish by competent proof in accordance with law.

Plaintiffs allege that the defendant, Ignacia Uson, is in possession of the said house and lot in the same capacity as she and her husband, during the latter's lifetime, occupied the same, that is to say as tenants, by virtue of a lease executed in or prior to the year 1885, at the rate of 4 pesos per month, the lease being for an indefinite period. We shall now ascertain what the real facts are in the case, whether the defendant purchased the property or held the same under a lease.

Exhibit H, which is a document executed on the 29th of March, 1893, does not show that the owners of the property in question sold the same to Vicente Puson, the deceased husband of the defendant. Agatona Ttiason and the witness Leoncia George denied the authenticity of the signatures appearing on the said document purporting to be theirs. We can not therefore infer from the said document the existence of the alleged contract of sale.

Vicente Puson, the deceased husband of the defendant, in his lifetime seems to have been

very careful when he drew up the document marked "Exhibit B," showing the payment to Agatona Tuason of the sum of 200 pesos, as part of the purchase price, in 1893. It is difficult, therefore, to explain why he was so careless as to draw up the alleged bill of sale of the property in question on an ordinary piece of paper.

The statement of Agatona Tuason to the effect that she did not receive the 200 pesos referred to and did not sign the document marked "Exhibit B" is not contradicted or in any way affected by her subsequent admission that she received from the defendant the sum of 70 pesos as rent for the use and occupation of the property in question. This admission on the part of Agatona that she received this sum of 70 pesos in payment of the rent for the premises is the best evidence of her good faith and in the absence of proof to the effect that the house and lot in question were purchased by the defendant and that the signature of Agatona Tuason appearing on Exhibit B is authentic, we must necessarily conclude that she received the 70 pesos in payment of the rent of the said house and lot, and not as a partial payment of the purchase price on the alleged contract of sale, defendant's contention to the contrary notwithstanding.

Even if the document marked "Exhibit B" were rejected in its entirety, yet there is sufficient proof to show that the defendant Ignacia Uson now occupies the premises as a tenant that is to say, in the same capacity in which she and her deceased husband, Vicente Puson, occupied it during the latter's lifetime—and not as the owner of the property. Exhibit C is not sufficient to show that the defendant was the owner of the property, especially as the plaintiff, Agatona, denied the sale and the defendant has failed to establish this very important fact in a manner that would justify a judgment in her favor. Antonia Nable Jose, a witness for the defendant, testified that he was appointed the executor of the will alleged to have been left by Vicente Puson, and that the deceased made reference to the said house and lot in his said will. The fact, however, that he may have even disposed of the property as though he were the owner of the same, as contended by the defendant, is not sufficient to show that the property actually belonged to him. Moreover, the will in question was not introduced in evidence.

Nazario del Castillo likewise testified that Vicente Puson left a will which was forwarded by the local president, Francisco Castro, to the *consejero de justicia* of the province; that he did not know the present whereabouts of the said will, and that he had no recollection as to whether the testator had disposed of the property in question by the said will. This witness further testified that Wenceslao Puson, a brother of the deceased Vicente Puson, told him, the witness, that the house and lot in question belonged to the plaintiff, Agatona Tuason,

and that he being then the municipal president of the town, attempted to settle this matter between the parties but without success for the reason that Ignacia Uson refused to accept the proposition made to her by Agatona Tuason, notwithstanding the fact that her brother-in-law, Wenceslao Puson, who knew that the property belonged to the latter, advised her to do it. He? further testified that he had seen receipts for certain amounts paid by the deceased, Vicente Puson, as rent, which said receipts were then in the possession of the plaintiff.

In addition to the plaintiffs Agatona Tuason and Anacleto Tnason, who testified at the trial under oath, the witnesses Victorina Puson, Francisco Orozco, Clara Manuel, and Leoncia Tuason swore that the defendant Ignacia Puson occupied the property in question as a tenant. These witnesses all testified to the same effect upon this point, and there being nothing in the record to overcome their testimony, there is no doubt that the capacity in which the defendant occupied the premises, to wit, as a tenant, has been fully established.

If the defendant had set up as a defense that plaintiffs action was barred by the statute of limitations, such a defense would not have been sustained for the reason that she did not occupy the property in question under a claim of title.

As to the damages sought to be recovered for the wrongful occupation of the premises in question, article 1556 of the Civil Code provides among other things that the lessee who does not comply with the obligation imposed upon him either by law or by the terms of his lease shall be liable for the losses and damages incurred by the lessor on account thereof.

For the reasons hereinbefore set out we art1 of the opinion that the judgment of the court below should be, and it is hereby, affirmed, with the costs against the appellant, the defendant only to pay to the plaintiffs the sum of 4 pesos per month, as rent for the use and occupation of the premises, from the 28th of October, 1903, until the plaintiffs recovered the possession thereof. After the expiration of twenty days from the date hereof, let judgment be entered in accordance herewith and the case remanded in due time to the court below for execution. So ordered.

Carson, Willard, and Tracey, JJ., concur.

Arellano C. J., and Mapa, J., dissent.

Johnson, J., did not sit in this case.

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