7 Phil. 588

[G.R. No. 3406. March 04, 1907]

JOSE ITURRALDE, PLAINTIFF AND APPELLEE, VS. SOTERO EVANGELISTA, DEFENDANT AND APPELLANT.

D E C I S I O N

JOHNSON, J.:

This was an action originally brought by the plaintiff in the court of the justice of the peace of the pueblo of Cavite, in the Province of Cavite, for the purpose of recovering a certain parcel of land alleged to be within and constituting a part of the *hacienda* "La Estanzuela," which *hacienda* is located in the municipality of Cavite of said province, for the purpose of recovering rents alleged to be due and unpaid, and for damages for the wrongful withholding of such parcel of land. After a consideration of said cause the said justice of the peace dismissed said cause with costs to the plaintiff. The plaintiff appealed from this sentence to the Court of First Instance of the Province of Cavite.

In the Court of First Instance the plaintiff and appellant presented the following complaint:

> "El demandante comparece y expone:—1.° Que es el administrador y apoderado legal debidamente nombrado de la hacienda titulada 'La Estanzuela' y establecida en el municipio de Cavite cuya extension es aproximadamente de cuatrocientas hectareas (400).—2.° Que los dueños de esta hacienda son Doña Maria del Carmen Rodriguez, Doña Josefa Rodriguez y los herederos de D. Enrique Rodriguez, en cuya representacion comparece el demandante.—3.° Que el demandante ha seguido juicio en el juzgado de paz de esta cabecera por la detentacion del terreno que ocupa dicho demandado y que esta comprendido dentro de los limites de la referida hacienda.—4.° Que el demandado en el acto del juicio alego que el era dueño de dicha parcela de terreno cuya extension es de 3,656 metros cuadrados, y por este motivo se nego a desalojar el terreno y a pagar los alquileres que se le cobraban por el arrendamiento.—5.° Que la

> referida parcela de terreno que ocupa el demandado fue dada por los causahabientes de los demandantes en arrendamiento a Leoncio de Castro, suegro del demandado, el cual ocupo el terreno hasta su fallecimiento y desde esta fecha lo ha venido ocupando el demandado y su mujer en el mismo concepto.—6.° Que por la ocupacion del referido terreno los arrendatarios han estado pagando la cantidad de 1.50 al año hasta el 1.° de Mayo de 1898, desde cuya fecha dejaron de pagar por las circunstancias anormales de la provincia.—7.° Que en el mes de Enero del año de 1901 fueron notificados los inquilinos de la hacienda para que procediesen al pago de los alquileres y despues de los años sucesivos.—8.° Que en el mes de Febrero del presente año, se le notifico al demandado que habia de pagar la cantidad de doce pesos al año.—9.° Que el demandado no tiene derecho alguno sobre la propiedad del terreno en cuestion, pues no es mas que un simple arrendatario del mismo, obligado como tal al pago de los alquileres en la cuantia y proporcion que quedan consignados.—Por lo expuesto el demandante pide se dicte sentencia a su favor contra el demandado: 1.° para que el mismo desocupe el terreno que ocupa toda vez que se niega al pago de los alquileres; 2.° para que el mismo pague los alquileres debidos desde el año 1900 hasta el año 1903 a razon de 1.50 al año y desde Mayo de 1903 a igual fecha de 1904 a razon de un peso al mes; 3.° por las costas del juicio; 4.° cualquier otro remedio que el Juzgado estime procedente.—Cavite, Islas Filipinas, 10 de Junio de 1904."

To this complaint the defendant filed a demurrer, which demurrer was denied by the court, who gave the defendant five days within which to answer. No exception was taken to the ruling of the court on the demurrer. Within the time prescribed by the court the defendant presented the following answer:

> "El demandado contestando a la demanda dice: 1.° Que niega general y especificamente todos los extremos consignados en la demanda.—2.° Como defensa especial alega que el terreno a que se refiere el demandante en su demanda lo posee el demandado quieta y pacificamente hace mas de treinta años sin pagar canon o alquiler alguno a nadie.—3.° Pide al Juzgado le absuelva de la demanda con las costas al demandante.—Cavite, 23 de Agosto, 1904. Jose Santiago, abogado del demandado."

After hearing the evidence adduced in said cause, the lower court rendered the following judgment:

> *"Decision.*—Las pruebas presentadas en esta causa demuestran de un modo concluyente que el demandante tiene derecho al remedio solicitado.—La defensa alegada por el demandado queda desvirtuada por el resultado de las pruebas del demandante, en particular por la inspeccion practicada por el Juzgado en 29 de Septiembre de 1905.—Por tanto, se condena al demandado a desocupar el terreno en cuestion y entregarlo al demandante, pagando a este los alquileres vencidos a razon de P1.50 anualmente desde Mayo de 1900 a igual mes de 1903 inclusive, y de P12 cada año desde 1904 hasta la ejecucion de la sentencia, mas las costas del juicio. Asi se ordena.—Ignacio Villamor, Juez del 6.° Distrito."

To this judgment the defendant duly excepted and made a motion for a new trial, basing said motion on the ground that the conclusions of fact in said decision were openly and manifestly contrary to the proof adduced during the trial of said cause. The motion for a new trial was denied and the bill of exceptions was prepared and duly filed in this court upon the 8th day of July, 1906. The defendant and appellant was authorized by the lower court, in accordance with the provisions of section 3 of Act No. 1123 of the Philippine Commission, to prosecute his appeal in this court as a pauper. This order of the lower court relieved the defendant from the necessity of having his brief in this court printed, in accordance with the rules and regulations of the Supreme Court.

An examination of the record shows that the appellee filed his brief in writing. The order of the lower court permitting the appellant to prosecute his appeal as a pauper did not have the effect of relieving the appellee from the necessity of complying with the rules of this court requiring the printing of his brief. Inasmuch, therefore, as the appellee has not complied with the rules of this court in printing his brief, we refuse to consider the same.

Whereas the appellant made a motion for a new trial in the court below upon the ground that the evidence was openly and manifestly contrary to the facts found in the decision, it becomes the duty of this court to examine the evidence adduced during the trial of said cause. An examination of such evidence justifies the following conclusions of fact:

First. That the plaintiff as agent was duly appointed and authorized by the owners of said *hacienda* "La Estanzuela," and had authority to institute said action in the Court of First

Instance.

Second. That the parcel of land in question was situated within the limits of the said *hacienda* and constituted a part of said *hacienda*.

Third. That the defendant and appellant, Sotero Evangelista, occupied the said parcel of land as a tenant.

Fourth. That the said defendant and appellant had recognized such tenancy by the payment of rent to the owners of said *hacienda* for some years prior to the institution of the present action.

Fifth. That the defendant and appellant had paid rent amounting to 1 peso and 50 cents, Mexican currency, per year for the use and occupation of said parcel of land.

Sixth. That by reason of the abnormal conditions existing in said Province of Cavite, between the years 1898 and 1901, the said defendant and appellant paid no rent upon said parcel of land.

Seventh. That in the month of January, 1901, the defendant was notified by the owner of said parcel of land that the rent must be paid.

Eighth. That in the month of February, 1904, the defendant was notified by the owner of said parcel of land that thereafter the rent for said parcel of land per annum would be 12 pesos instead of 1 peso and 50 cents.

Ninth. That notwithstanding said notice given in the month of January, 1901, of the requirement to pay the rent, no rent had been paid for the use and occupation of said parcel of land up to and including the date of the commencement of said action in June, 1904.

Tenth. That the contract of rent between the plaintiff, the owner of said *hacienda*, and the defendant was a verbal contract, and the rent was payable annually.

The defendant and appellant in his brief filed in this court assigns the following errors:

First. That the identity of the parcel of land in question had not been proved.

Second. That it had not been proved that a contract of rent existed between the plaintiff and defendant.

Third. That it had not been proved that the plaintiff was the owner of the land in question.

Fourth. That it had not been proved that the plaintiff had given the notice required under section 80 of the Code of Procedure in Civil Actions.

Fifth. That it had not been proved that the amount of rent which the plaintiff desired to recover had not been agreed upon by the parties or that said amount was just and equitable for the use and occupation of the land in question.

With reference to the foregoing assignment of errors, we believe that we have answered the first, second, and third of the same in the foregoing finding of facts.

With reference to the fourth assignment of error, to wit, that the plaintiff before the commencement of his action in the court of the justice of the peace of the pueblo of Cavite had not given the notice required by said section in the Code of Procedure in Civil Actions, it is sufficient to say that the record does not disclose whether such notice had been given or not; and whereas the defendant appeared and answered the cause in the court of the justice of the peace without raising this question, and whereas the same is presented here for the first time, we refuse to consider the same.

With reference to the fifth assignment of error, to wit, that the amount of rent which the plaintiff was trying to recover had not been agreed upon by the parties, or that the same was not just and equitable, an examination of the evidence shows that the defendant had, for years, paid to the owners of the said *hacienda* the sum of 1 peso and 50 cents per annum, and that the year for which rent was paid ran from May to May. Whether this amount was just and equitable or not, the record shows that the defendant had been paying same and there is no proof in the record to show that the same was not a reasonable compensation for the use of the land in question. The evidence adduced during the trial of the cause in the court below shows, and the court so held, that the defendant had not paid the rent for the years commencing with the month of May, 1900, to the month of May, 1903. The defendant is, therefore, indebted to the plaintiff for three years' rent at the rate of 1 peso and 50 cents per annum, amounting to 4 pesos and 50 cents. With reference to the amount the plaintiff is entitled to recover for the period during which the defendant occupied said land after the month of May, 1903, the record shows that in the month of February, 1904, the defendant was notified by the owner of said parcel of land that thereafter the rental for said parcel would be 12 pesos per annum instead of 1 peso and 50 cents; and, whereas the defendant had the right to occupy said land from year to year at a

fixed rental value under a verbal contract, the owner of the land had no right under said contract to increase the said rent within any one year; therefore the increased rent required by the owner of the land of the tenant in the month of February, 1904, could not be enforced until the end of that year, which was in the month of May. At the end of the year, the tenant having notice and knowledge of the fact that the owner of the land had increased the amount of the annual rent, he, the tenant, had a right, either at the beginning of the next year in the month of May, 1904, to quit said land or to continue in the possession thereof, paying for such occupation a reasonable amount for the use thereof. The defendant knew as early as February, 1904, that the owner of the land intended to charge for the years succeeding commencing with the month of May, 12 pesos per annum, instead of 1 peso and 50 cents. The owner of the land can not recover 12 pesos for the occupation of the land after the 1st of May, 1904, by virtue of an agreement, but is entitled to recover said amount upon the theory that the use and occupation of the land is equivalent to that amount, in the absence of proof to the contrary. No evidence was introduced by the defendant to show that the use and occupation of the land in question was not worth 12 pesos per annum, and, in the absence of such proof, the allegations and proof produced by the plaintiff upon that question must be accepted as true. (Jose Varela *vs*. J. E. Suttrell and S. Darley,[1] No. 1617.)

From an examination of the decision of the lower court it will be seen that he awarded to the owner of the land the amount of rent due for the period commencing with May, 1900, to the month of May, 1903, at the rate of 1 peso and 50 cents per annum and also an amount equal to 12 pesos per annum from the month of May, 1904, up to and including the execution of the sentence of the lower court. Therefore the court rendered no judgment for the rent due for the period commencing May, 1903, and ending May, 1904. The owner of the land is clearly entitled to the rent for that period also.

Our conclusion is, therefore, that the owner of said *hacienda* is entitled to the following remedy:

1. To recover of the defendant rent for the use and occupation of said land at the rate of 1 peso and 50 cents per annum from the month of May, 1900, to the month of May, 1904, amounting to 6 pesos (sec. 84, Code of Procedure in Civil Actions), and also to recover the sum of 12 pesos per annum for each year during which the defendant continues to occupy said land until the execution of the judgment rendered in this cause.

2. To have a writ of ejectment issued in his favor for the possession of said parcel of land.

3. To recover his costs.

After the expiration of twenty days let judgment be entered in accordance herewith and ten days thereafter let the record be remanded to the court from whence it came for proper action. So ordered.

Arellano, C. J., Torres, Mapa, and *Tracey, JJ.,* concur.
Carson, J., reserves his vote.

---

[1] Not reported.

Date created: July 21, 2014