

[G. R. No. 17357. June 21, 1922]

CLARO SAYO, PLAINTIFF AND APPELLANT, VS. THE MANILA RAILROAD COMPANY AND THE ROMAN CATHOLIC ARCHBISHOP OF MANILA, DEFENDANTS. THE ROMAN CATHOLIC ARCHBISHOP OF MANILA, DEFENDANT AND APPELLANT.

D E C I S I O N

OSTRAND, J.:

This is an action for damages alleged to have been caused the plaintiff through the interruption of the term of a lease held by him on 27,529 square meters of grass land which originally was included in the *Hacienda de Nuestra Señora de Guia*, the property of the corporation sole, the Roman Catholic Archbishop of Manila. The trial court dismissed the complaint as to the defendant, the Manila Railroad Company, and rendered a judgment in favor of the plaintiff and against the other defendant, the Roman Catholic Archbishop of Manila, for P3,500 and costs. From this judgment both the plaintiff and the Roman Catholic Archbishop of Manila appealed.

It appears from the evidence that by an agreement in writing dated January 28, 1918, the Roman Catholic Archbishop of Manila leased to the plaintiff the land above-mentioned for the term of two years from January 1, 1918. The lease was not recorded in the office of the register of deeds. Shortly thereafter the Manila Railroad Company instituted condemnation proceedings in the Court of First Instance of Manila for the expropriation of several parcels of land, one of them embracing the land leased to the plaintiff. The plaintiff was not made a party to the proceedings.

By an order of the court dated February 20, 1918, the Manila Railroad Company was authorized to take possession of the land included in the condemnation proceedings, but though the plaintiff herein in his complaint alleges that the defendant Railroad Company took possession of the land in the months of March and June or July, 1918, he testified at the

trial that he made improvements on the land to the value of P3,630 during the period from October, 1918, to February, 1919, and that he was not actually ousted until in the latter month.

While the condemnation proceedings were pending, but after the expiration of the term of the plaintiff's lease, the defendant, the Roman Catholic Archbishop, by deed executed March 10, 1920, sold the land to the Manila Railroad Company.

The plaintiff is obviously entitled to compensation for his losses and the only questions, to be determined are the amount of the compensation and the party from whom it is due. The trial court, disregarding the evidently exaggerated estimates of the plaintiff, fixed the damages due him in the sum of P3,500, and we are not disposed to disturb its findings upon this point.

As stated, the trial court held the defendant, the Roman Catholic Archbishop of Manila, liable for the damages caused the plaintiff by his eviction on the grounds (1) that the landlord is in duty bound to maintain his tenant in the possession of the leased premises; (2) that the lease was not recorded in the registry of property and therefore ineffective as against the Railroad Company; and (3) that the land was not expropriated in the true sense of the word, but voluntarily deeded by the Roman Catholic Archbishop to the Railroad Company.

We cannot quite agree with the court below upon these points. It must be conceded that it seems logical that the landlord being bound to protect the tenant in his possession, he should also be held liable in damages for the tenant's eviction, but though the rule as to the landlord's duty to protect the tenant is the same under American law as under the Civil Code, it has, nevertheless, been uniformly held by the American courts that the landlord is not responsible for the tenant's eviction through condemnation proceeding's and therefore cannot be held liable in damages, but that the tenant must look to the plaintiff in the proceedings for his compensation. This rule seems to be a wholesome one and we think it should be followed here.

In regard to the point that the lease was not recorded with the register of deeds, it is to be observed that the plaintiff herein was in open possession of the land at the time the condemnation proceedings were instituted and that long before the Railroad Company bought the land from the Archbishop, the plaintiff presented his claim in the condemnation proceedings asking that he be allowed to intervene therein, but that his motion for

intervention was resisted by the Railroad Company and therefore denied by the court. In these circumstances, the Railroad Company cannot be regarded as a third party within the meaning of article 1549 of the Civil Code and article 34 of the Mortgage Law. (See sentences of the Supreme Court of Spain of July 9, 1900, May 13, 1903, and May 13, 1908.)

With reference to the contention that the land was acquired by the Railroad Company, not through condemnation proceedings, but through a voluntary sale, it is to be noted that the plaintiff was evicted by the Railroad Company in the condemnation proceedings long before the sale of the land took place and that the term of the plaintiff's lease also expired several months before the sale. The plaintiff was, consequently, no longer the tenant of the Roman Catholic Archbishop when the sale took place and was not ousted from his possession through such sale.

The judgment appealed from is therefore reversed and it is ordered and adjudged that the plaintiff have and recover from the defendant, the Manila Railroad Company, the sum of P3,500 with interest at the rate of 6 per cent per annum from the 20th day of November, 1919, without costs in either instance. So ordered.

Araullo, C, J., Malcolm, Avanceña, Villamor, Johns, and Romualdez, JJ., concur.