

Title: Agustin Asencio v. Francisco Gutierrez

Facts: Francisco Gutierrez moved his residence from Iloilo to Manila with his family on November 19, 1898, with only a brief return to Iloilo from February 17, 1899, to March 16 of the same year. During this period, he attempted to retrieve his printing machine from the American authorities, who refused to release it. Gutierrez took several measures to establish his residency in Manila, including obtaining a registration certificate as a Manila resident on April 1, 1899, and registering in the collector's books on January 1, 1900. He also declared himself a resident of Manila at the Spanish consulate. The plaintiff, Agustin Asencio, recognized Gutierrez as a Manila resident as well.

The controversy arose when Asencio filed a suit to collect rent of 150 pesos per month from May 1, 1899, to 1900 for the basement of a house where the defendant's printing machine remained after the original lease expired on April 1, 1899. Asencio sent a letter on May 17, 1899, stating the rental fee, which Gutierrez acknowledged receipt of but did not respond to.

Issues: The primary legal issue in this case is determining the proper venue for deciding the collection of rent - whether it should be Iloilo, where the transaction originated, or Manila, where the defendant currently resides.

Court's Decision: The Philippine Supreme Court affirmed the decision of the Court of First Instance of Iloilo, holding that according to article 1574 in conjunction with article 1171 of the Civil Code, the residence of the debtor (Gutierrez) is the place of payment. As such, the personal action to collect rent was recognized as distinct from an action of forcible entry and detainer and was not governed by the same jurisdictional rules. The case was to be decided in Manila, the place of residence of the defendant.

Doctrine: The doctrine established or reiterated in this case is that for personal actions, including those for the collection of rent, the place of payment—and consequently the venue for legal action—is the residence of the debtor, provided no other place has been stipulated for payment. This is based on the application of articles 1574 and 1171 of the Spanish Civil Code, which was in force in the Philippines at the time.

Historical Background: The case was decided in the early 20th century, during a period when the Philippines was transitioning from Spanish to American sovereignty following the Spanish-American War of 1898. This context is reflected in the application of the Spanish Civil Code, which continued to be in effect during the American colonial period, and in the

reference to transactions involving Spanish authorities, such as the declaration made to the Spanish consulate by Gutierrez.

The procedural aspect of the case highlighted the complexities of determining jurisdiction and venue in a setting where recent political changes had occurred; similarly, individuals' migration in the wake of the Spanish-American War also influenced legal considerations, as the movement of people could change the suitable venue for litigation based on residence.