

RAMONA REYES, PLAINTIFF AND APPELLEE, VS. MARIA VILLAFLO, ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. L-15755. May 30, 1961

Ponente: BENGZON, C.J.

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BENGZON, C.J.:

This action for illegal detainer began in the justice of the peace court of Catbalogan, Samar. It involves a parcel of foreshore land which plaintiff had acquired before the last war by lease from the Government thru a revocable permit. After liberation, defendants obtained permission from her to construct a building thereon for certain specified rentals.

Alleging that the contract had expired, plaintiffs brought suit in 1957. In that inferior court she obtained judgment. On appeal to the court of first instance the parties submitted the case upon the following stipulation of facts:

- That plaintiff has been in the possession of the said land since 1936 by virtue of RPA Permit No. 5260 (R-4155) issued by the Bureau of Lands in favor of Ramona Reyes;
- That plaintiff has been paying to the aforesaid Bureau the Permit fees in connection with RPA Permit No. 5260. * * *
- That defendant was able to obtain her original possession of the said premises by virtue of a verbal contract with the plaintiff to occupy the same on a lease of month to month basis at the rate of P50.00, at the same time that she was considered a member of the Samar Cooperative;
- That the defendant was paying these rentals up to 2 or 3 months before the fire that razed Catbalogan on April 1, 1957, which fire also burned down the building of the Samar Cooperative Store managed by the defendant and which was built on the premises on question;
- That after the fire the plaintiff prevented the defendant to construct a building in the said premises but the defendant insisted in constructing the temporary shed;
- That on June 24, 1957, a formal demand to vacate the land in question was made by the plaintiff to the defendant as evidenced by Exhibit "E", but the defendant did not heed this demand;
- That the basis in which the said demand was made was due to the act that plaintiff was about to construct thereon her own building. * * *
- That on April 26, 1957, the defendant has filed her own application for the land in question with the Bureau of Lands, Manila, which is Exhibit "1" in the expediente;
- That defendant relies on her application for said land by virtue of a decision issued by the Bureau of Lands dated April 10, 1944, which is Exhibit "2" hereof;
- That a letter was sent by the Bureau of Lands to Arturo Reyes, who is the appointed administrator of the property of Ramona Reyes as evidenced by Exhibit "A-1", which respect to an inquiry as a result of Exhibit

"2", which letter is Exhibit "A" of the records;

- That sometime in June 30, 1956 a decision was made by the Bureau of Lands with respect to the case of Andrea Uycoque, et als. vs. Ramona Reyes, et al., which forms Exhibit "E" of the records;

- That until date hereof, no decision has been made as far received from the Bureau of Lands with respect to the application of Maria Villaflor. * * *

The Honorable Fidel Fernandez, Judge, rendered judgment for plaintiff and required defendants to vacate the premises, without damages but with costs. Defendants appealed, and in their printed brief insist (a) that plaintiff's right to the possession of the land had expired upon cancellation of her permit during the Japanese occupation; (b) that the question should be submitted to the Bureau of Lands and Department of Agriculture; and (c) that plaintiff should be required to return to them the rentals they had paid.

In awarding possession to plaintiff, His Honor made these pertinent remarks:

"The only issue in a detainer case is the physical possession of the land; not necessarily possession de jure but possession de facto. In a contract of lease, the lessor temporarily transfers to the lessee the possession of property leased subject to its terms. The expiration of its terms puts an end to the contract. And the possession of the lease and the expiration of the terms, are the elements of an action for detainer.

It being admitted that there existed a contract of lease by the month, the plaintiff as the lessor and the defendants the lessee, and the contract having expired at the time of the defendants to vacate, the refusal of the defendants to vacate constitutes an illegal detainer as is defined in section 1, Rule 72 of the Rules of Court. * * *

The claim of the defendants that plaintiff's permit application was cancelled (Exhibit "2"), and that defendants submitted their application for permit to the land (Exhibit "1") is immaterial in the present proceedings in which only possession is involved. * * *."

The above is sound legal reasoning. Indeed one of the conclusive presumptions prohibits the tenant from denying the title of his landlord at the time of the commencement of the relation of landlord and tenant between them[1]. The defendants here would claim that plaintiff had no right to sublease to them this parcel of land when, sometime in 1957, they agreed verbally to take it at P50.00 a month. They rest this denial on the alleged cancellation of her lease permit in April, 1944. But as the law says, the lease may not deny the title of his or her lessor etc., these defendants may not now assert that in 1957 plaintiff had no title or right to lease such foreshore land to them[2].

This view of the case makes it unnecessary to discuss the question whether the dispute should be presented before the Bureau of Lands or Department of Agriculture. The judgment of the court a quo is affirmed, with costs. So ordered.

Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Paredes, Dizon, De Leon, and Natividad, JJ., concur.

[1] Rule 123, Sec. 68(b)

[2] A subtenant is estopped to deny the title of his immediate landlord." (51 C.J.S. p. 918)

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