

FAUSTINO LAGRIMAS, PETITIONER AND APPELLANT, VS. JUSTICE OF THE PEACE OF CAMILING, ET AL., RESPONDENTS AND APPELLEES.

G.R. No. L-14345. July 20, 1961

Ponente: DIZON, J.

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DIZON, J.:

Appeal from the decision of the Court of First Instance of Tarlac dismissing the petition for certiorari, prohibition and mandamus filed by petitioner against the Justice of the Peace Court of Camiling, Tarlac, Aurelia Martin and others.

It appears that on April 20, 1953 Fortunato Patayan and petitioner Faustino Lagrimas executed the public document now marked as Exhibit D entitled "contract of lease of real property." Among other things it conveyed to petitioner, by way of lease, 3/4 of the parcel of land described therein, situated in Mayantoc, Tarlac and belonging to Patayan. The period agreed upon was three years from the date of execution of the contract, the petitioner to pay 57 cavanos of palay as yearly rental.

On the same date the parties executed the public document Exhibit D-2 entitled "agreement of tenancy" which provided that "after the termination of the contract of lease in the year 1957" the lessor would give the leased property to the lessee, to be cultivated by the latter as tenant for a period of three years, this tenancy to commence in the year 1957 and to continue until 1960 on the basis of one half of the harvest for the landowner and the other half for the lessee.

In the month of December, 1954 petitioner delivered 31 cavanos of palay to Patayan on account of the second yearly rental due, thus leaving an unpaid balance of 26 cavanos which he promised to deliver at the end of said month. On that occasion, however, petitioner returned the possession of the leased property to Patayan because of his inability to cultivate the whole thereof, but recommended that the property be given to his son-in-law, Mariano Cabrera, for him to cultivate as Patayan's tenant. Patayan approved this arrangement and delivered the property to Cabrera, and the latter took possession thereof early in January, 1955 and cultivated it as Patayan's tenant.

In view of petitioner's failure to deliver the remaining 26 cavanos of palay due as part of the rental for the agricultural year 1954-1955, Patayan filed the corresponding action against him in the Justice of the Peace Court of Camiling, Tarlac, where it was docketed as Civil Case No. 217. Petitioner was duly summoned, and having failed to appear and answer he was declared in default. After Patayan had presented his evidence the court rendered judgment sentencing petitioner to pay Patayan 26 cavanos of palay of 45 kilos each, or to pay their equivalent value at the rate of P8.50 per cavan, with interest thereon at 6% per annum from January 26, 1955 up to the delivery of the palay or payment of its value, plus P30.00 as attorney's fees and the costs of suit amounting to P5.

Upon petition of Patayan the respondent court issued a writ of execution on March 14, 1955, by virtue of which the Provincial Sheriff of Tarlac sold on May 30 of the same year four parcels of land belonging to

petitioner—Patayan being the purchaser. Apparently because the right of redemption was not exercised, the Sheriff executed the corresponding deed of absolute sale in favor of the purchaser on July 5, 1956, and on November 27 of the same year the Provincial Sheriff attempted to place him in possession of the properties.

It is not denied that on May 13, 1955, that is, 17 days prior to the execution sale mentioned heretofore, petitioner paid the sum of P150 to Patayan in partial satisfaction of the judgment rendered in the aforesaid Civil Case No. 217. This fact notwithstanding, the execution sale of four parcels of land belonging to petitioner was held to satisfy the whole judgment, as shown by the statement contained in the Certificate of Absolute Sale (Exhibit I) to the effect that the purchase price of P642.70 "was considered paid, the bidder being the judgment creditor". It must be borne in mind in this connection that the judgment was only for 26 cavanese of palay or their equivalent value in money at the rate of P8.50 per cavan, or a total of P221.00 with 6% interest from January 25, 1955, plus P30.00 as attorney's fees, and P5.00 as costs. These amounts give a total of only P256.00 to which must be added the 6% interests on the sum of P221.00 from January 25, 1955 to May 30, 1955 (the date of the execution sale)—which amount approximately to P4.42. The grand total Patayan was therefore entitled to collect was only P260.42—much less than the sum of P642.70 which the Sheriff collected through execution.

It also appears that Patayan died on March 15, 1957, for which reason he was substituted as plaintiff in Civil Case 217 by his widow and children. These parties filed a motion in said case to declare the petitioner in contempt because he was charged with having repossessed himself of the four parcels of land sold at public auction. Hearings were being held in connection with the same until the Court of First Instance of Tarlac issued in this case a writ of preliminary injunction.

Petitioner's theory in this case is that Civil Case No. 217 commenced by Fortunato Patayan against him was one of tenancy and that, therefore, (a) the justice of the Peace Court of Camiling had no jurisdiction over the same; (b) that the proceedings had in said case should be annulled and that (c) a writ of prohibition should be issued to prevent said court from taking cognizance of the pending motion for contempt. The same contention is raised by him in this direct appeal as shown by the following assignment of error submitted in his brief:

- "1. The lower court erred in dismissing Civil Case No. 3150 mainly on its conclusions;
- "2. The lower court erred in not holding that the contract of lease (Exhibits D and D-1) are one of leasehold tenancy and share tenancy respectively;
- "3. The lower court erred in not holding that Civil Case No. 217 of the Court of the respondent Justice of the Peace as one of tenancy;
- "4. The lower court erred in not giving due course to Civil Case No. 3150 of its Court in spite of the fact that Civil Case No. 217 of the Court of the respondent-appellee Justice of the Peace is one of tenancy."

In view of the undisputed facts of this case, we agree with the lower court that Civil Case 217 of the Justice of the Peace Court of Camiling did not involve a question of tenancy but was one for collection of rentals. The contents of the public document Exhibit D show that it is not a contract of tenancy but one of lease of real property. This conclusion is fortified by the circumstances that on the same date of its execution the parties entered into a real contract of tenancy which provided that, after the termination of the contract of lease already mentioned, the lessee therein would cultivate the leased property as tenant of the lessor under the conditions set forth therein. This contract of tenancy, however was never enforced because in the month of December, 1954 petitioner returned the leased property to the lessor and, pursuant to his own recommendation, the leased property was given to his son-in-law, Mariano Cabrera, for the latter to cultivate as the lessor's tenant. That this arrangement operated to rescind the contract of lease Exhibit D as well as the contract of tenancy Exhibit D-2 is too obvious for argument.

Civil Case 217 being an ordinary action to recover 26 cavanes of palay or their equivalent value which was well within the jurisdictional amount for inferior courts—the conclusion is inevitable that the Justice of the Peace Court of Camiling had jurisdiction over the same and did not act in excess of such jurisdiction nor with grave abuse of discretion in trying and deciding it. Consequently, the present action was correctly dismissed by the lower court.

We find, however, as already stated above, a substantial irregularity in the proceedings to execute the decision of the respondent Justice of the Peace consisting, firstly, in that the total amount due under his decision was only approximately P260.42 at the time of the execution sale, but this notwithstanding, the said execution sale was made on the premise that the total amount due was P642.70 which the purchaser was not even required to pay because he was the judgment creditor; secondly, in that the sum of P150.00 paid by the judgment debtor to the judgment creditor on May 30, 1955, two weeks prior to the execution sale, was not deducted from the total amount due under the judgment subject of execution. While this is an obvious irregularity extant in the record before us, we cannot now reverse the decision appealed from on this ground for the reason that petitioner's only contention in this instance—reiterated unnecessarily in the four assignments of error made in his brief—is that the lower court erred in not holding that Civil Case 217 involved a question of tenancy and that, therefore, the same was not within the jurisdiction of the Justice of the Peace Court of Camiling. We must, therefore leave the question of validity of the execution proceedings for future determination in whatever appropriate action the parties may care to institute.

The four parcels of land mentioned heretofore were sold in an ordinary execution sale. On the other hand, the return of the Deputy Provincial Sheriff of Tarlac does not clearly show that petitioner had been ejected therefrom and that Patayan, as purchaser at the public auction and by virtue of a writ of possession issued by the respondent Justice of the Peace, was actually placed in and took physical possession thereof. But even assuming that Patayan was actually placed in possession of the properties, we are of the opinion, and so hold, that Civil Case No. 217 of the Justice of the Peace Court of Camiling not being a forcible entry or detainer case, reentry in the properties by petitioner will not constitute contempt of court but would only give Patayan, or his heirs a cause of action for forcible entry. Consequently, the proceedings for contempt pending in the Justice of the Peace Court of Camiling are not in order and should be discontinued.

Modified as above indicated the decision appealed from is affirmed.

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

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