

CAYETANA AQUINO VDA. M VILLACORTA, PLAINTIFF AND APPELLANT, VS. JULIO VENERACION, DEFENDANT AND APPELLEE.*G. R. No. L-3289. January 09, 1951*

Ponente: REYES, A., J.

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This is an action for the recovery of a portion of the Buenavista Estate formerly leased to plaintiff's husband, Benigno Villacorta, now deceased. For non-payment of rents, the lease to Villacorta was cancelled and the land was leased and turned over to herein defendant Julio Veneracion. Claiming ownership over the land, plaintiff alleges that she and her husband have been ousted therefrom through force and intimidation and prays that she be declared sole owner and restored to the possession thereof. The case was submitted in the court below on an agreed statement of facts summarized in the decision as follows:

"* * * Que la aqui demandante Cayetana Aquino y juntamente con su hoy difunto marido Benigno Villacorta eran arrendatarios de la hacienda llamada Buenavista aun antes del ano 1938 en virtud del contrato de arrendamiento No. 842 fechado en Baliuag en 3 de Enero de 1929, otorgado por el difunto Benigno Villacorta, por un lado y por otro, por el Sr. Ambrocio Valero que actuaba como administrador de dicha hacienda de Buenavista Exhibit A; que estando en posesion dicho Benigno Villacorta, el Gobierno del Commonwealth celebro un contrato de arrendamiento con el dueno de la Hacienda Buenavista, el Hospital de San Juan de Dios, el ano 1938, por el termino de 25 anos y con opcion de compra dentro del mismo plazo Exhibit B; que en vista del incumplimiento del pago de las obligaciones a la Hacienda de Buenavista por el arrendatario Benigno Villacorta, hoy difunto, esposo de la aqui demandante y en virtud, ademas de la orden expresa de Su Excelencia, el Presidente de Filipinas de desalojar de la hacienda a los morosos en el pago de las rentas y obligaciones a la misma, el Abril 17, 1940, el Manager de dicha hacienda, Sr. Sanvictores dirigio una carta al difunto Benigno Villacorta, Exhibit D, desposeyendole a aquel de la posesion del terreno ocupado por el mismo en la hacienda de Buenavista a cuyo efecto el hoy difunto Benigno Villacorta entrego voluntariamente la posesion del terreno ocupado por el mismo segun el Exhibit 1; y que en Mayo 14 de 1940 el aqui demandado Julio Veneracion solicito el arrendamiento del terreno dejado por el hoy difunto Benigno Villacorta del Manager de la hacienda de Buenavista, el Sr. Sanvictores, Exhibit E; y que en la misma fecha se otorgo por el Sr. Sanvictores a favor de Julio Veneracion el contrato de arrendamiento con promesa de venta, entrando inmediatamente en posesion del terreno solicitado, Exhibit F. Tambien es un hecho convenido por las partes que el Julio 26, 1942, el hoy difunto Benigno Villacorta esposo de la aqui demandante Cayetana Aquino Vda. de Villacorta y el demandado Julio Veneracion otorgaron un convenio en virtud del cual esta devolvia a aquel una porcion de 78 areas y 40 centiareas de la parcela de terreno ocupada anteriormente por dicho Benigno Villacorta, Exhibit 1; y es un hecho, ademas, convenido que el 12 de Mayo de 1941 el citado Benigno Villacorta con otros firmantes elevaron a Su Excelencia, el Presidente del Commonwealth de Filipinas, una instancia cuya copia certificada esta marcada como Exhibit 2; y que el 3 de Julio del mismo ano, el Presidente del Commonwealth envio una carta a los firmantes de la citada instancia, Exhibit 3, y que el 14 de Septiembre de 1944 el aqui demandado Julio Veneracion pago ademas de las rentas vencidas por la posesion del terreno, la cantidad de P1,057 como costo del terreno bajo el contrato No. 842 segun aparece en el recibo oficial No. 0135732 marcado como Exhibit 5."

On the basis of the above statement of facts, the trial court formulated the issue and its resolution thereon as follows:

"A la vista de estos hechos convenidos, la cuestion que se debe resolver es si, la demandante Cayetana Aquino Vda. de Villacorta tiene derecho a ser declarada la unica y exclusiva duena del terreno objeto del presente litigio, segun las alegaciones de su demanda de fecha 28 de Diciembre de 1945.

"Habiendo poseido la demandante juntamente con su hoy difunto marido Benigno Villacorta el terreno objeto de la presente controversia bajo concepto de arrendatarios de la hacienda de Buenavista segun el contrato de arrendamiento Exhibit A, la demandante no solamente se halla impedida sino que esta estopelada a no reconocer la propiedad del arrendador y no puede reclamar derecho dominical sobre el terreno en controversia porque su posesion anterior nunca ha sido en concepto de dueno sino como mero arrendatario de la Hacienda Buenavista, cuyo dueno original era el Hospital de San Juan de Dios, mas tarde sustituido por el Gobierno del Commonwealth de Filipinas. El desposeimiento de la posesion del demandante Benigno Villacorta en vida de este, por la administracion de la Hacienda de Buenavista, el Sr. Sanvictores, por incumplimiento de los terminos del contrato de arrendamiento del mencionado Benigno Villacorta esta dentro de las facultades y atribuciones de la administracion de dicha hacienda.

"Por lo tanto y en vista de que las pruebas presentadas segun el convenio de hechos, no apoyan las alegaciones contenidas en la demanda, este Juzgado es (de) opinion que la misma debe sobreseerse como por la presente se sobresee, con las costas a la demandante."

An appeal having been perfected by plaintiff, the case was elevated to the Court of Appeals but that court has by resolution certified the case to us, declaring that:

"Although the appellant seems to raise some questions of fact, such as his contention to have been the victim of a violent and unlawful dispossession committed by the manager of the Buenavista Estate, such contention is but an interpretation on his part of the facts agreed and of the documents of which the evidence of both parties consist, and does not alter the nature of the questions involved in this appeal which are purely questions of law, as the appellant contends.

"Wherefore, it is hereby ordered that this case be certified to the Supreme Court."

The resolution quotes with approval appellant's manifestation in her brief to the effect that the determination of the appeal comes within the jurisdiction of the Supreme Court "por no suscitarse mas que cuestiones puramente legales y nada de hecho."

Briefly stated, appellant's contention in this appeal is that, without benefit of court proceeding, the manager of the Buenavista Estate had no right to oust appellant and her husband from the land they were occupying, the contention being predicated on the assumption that the ouster was effected through force and intimidation. But the assumption is without basis in evidence and runs counter to the stipulation of facts and to the finding of the trial court that the cancellation of Villacorta's contract of lease and his ouster from the Buenavista estate was due to nonpayment of rents, which by the express terms of the contract was made a ground for terminating it, the court having furthermore found that, in compliance with the demand made by the manager of the estate, Villacorta voluntarily surrendered the possession of the land according to plaintiff's Exhibit 1. As the Court of Appeals says in its resolution, the contention "that appellant has been the victim of a violent and unlawful dispossession committed by the manager of the Buenavista Estate is but an interpretation on his (her) part of the facts agreed and of the documents of which the evidence of both consist." But the truth is that there is absolutely no showing that appellant and her husband have been violently evicted from the land.

Appellant's pretended right of ownership over the land in dispute has not been proved. And as the trial court has well said, plaintiff and her husband, as lessees of said land, are precluded from setting up title in themselves.

We find no merit in the appeal. The decision appealed from is therefore affirmed, with costs against the appellant. Moran, C. J., Paras, Feria, Pablo, Bengzon, Padilla, Tuason, Montemayor, Jugo and Bautista Angelo, JJ., concur.

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