

**MUNICIPALITY OF BATANGAS, PLAINTIFF AND CROSS-DEFENDANT
AND APPELLEE, VS. ALBINO N. CANTOS, JULIA B. CANTOS,
ANACLETO BERAÑA AND HILARIA GAMBOA, DEFENDANTS AND
APPELLANTS, ALBIN...**

G.R. No. L-4012. June 30, 1952

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/e32b38282603/>

BAUTISTA ANGELO, J.:

This is an action for specific performance brought by the municipality of Batangas against the spouses Albino N. Cantos and Julia B. Cantos, as principals, and Anacleto Beraña and Hilaria Gamboa, as sureties, to compel the latter "to remove the Cine Batangas Building from the public school site situated on the parcel of land" belonging to the municipality at their expense, and to recover the sum of P2,000 as liquidated damages.

Defendants answered the complaint setting up certain special defenses and a counter-claim. In the counter-claim, defendants included as cross-defendants Jose Caedo, Pedro M. Berberabe, Roman L. Perez, Olegario B. Cantos, Jose M. Montalvo, Atilano Magadia, Juan Buenafe, Francisco Atienza, Gabriel D. Gomez, Esteban R. Luna, Francisco Medrano and Federico Blay, the first two as former mayors of the municipality of Batangas and the rest as the acting mayor, vice-mayor and councilors of the same municipality, respectively. In the counter-claim, it is prayed that the plaintiff and the cross-defendants be sentenced to pay the sum of P10,000 as punitive damages, and the sum of P200 daily from August 16, 1946, until the possession of Cine Batangas has been actually returned to the defendants, as actual damages.

On October 17, 1947, defendants filed a motion to dismiss alleging as main reason the fact that the nature of the complaint is one of unlawful detainer and as such the case comes within the exclusive jurisdiction of the justice of the peace court, to which plaintiff filed an opposition, and this motion was denied in an order of November 27, 1947, the court holding that the cause of action alleged in the complaint is not one of unlawful detainer but of specific performance of the contract entered into on October 27, 1945.

On June 14, 1948, after trial, the court rendered judgment as prayed for in the complaint. From this judgment the defendant took the case to the Court of Appeals, which, however, certified it to this Court upon the ground that one of the questions raised by the appellants in their brief is whether the present action is one of illegal detainer which places this case within the exclusive jurisdiction of the justice of the peace court of Batangas, or one which comes within the jurisdiction of the Court of First Instance, a jurisdictional issue which should be passed upon by this Court.

The principal allegations of the complaint are: plaintiff is the owner of a parcel of land situated in the province of Batangas, which is the site of the Batangas Elementary School No. 2; this property was acquired by plaintiff sometime in 1908 or 1909 for the purpose of devoting it exclusively to school purposes, but the building existing thereon was burned on December 26, 1941; in view of the offer of spouses Albino N. Cantos and Julia L. Cantos to lease for a period of five years a portion of said site consisting of 800 square meters on which they planned to

erect a cinematograph building for Japanese propaganda, the municipal council of Batangas approved resolution No. 20 whereby said offer was accepted subject to the following conditions: the municipality of Batangas can cancel the contract "at any time the government finds a need for the said site", in which case the lessee should give up the land leased, and upon remove the building constructed thereon, and upon failure on his part to do so, the municipal government will have the right to demolish the building at the expense of the lessee or claim ownership over said building; on July 1, 1943, a contract of lease was entered into between the municipality of Batangas and Albino N. Cantos embodying the terms and conditions specified in said resolution No. 20; after the execution of said contract, Albino N. Cantos constructed a cinematograph building on the portion of the school site covered by the lease; on October 27, 1945, another agreement was entered into between the municipality of Batangas and the spouses Cantos whereby the latter agreed to vacate the site occupied by the building beginning April 1, 1946, and to definitely remove the building therefrom at their expense on April 15, 1946, and to insure the due fulfillment of this agreement the spouses Cantos, as principals, and their co-defendants Anacleto Beraña and Hilaria Gamboa, as sureties, executed a bond in favor of the municipality whereby they bound themselves to strictly comply with the conditions stipulated, and in case of court action to pay the sum of P2,000 as liquidated damages; the spouses Cantos failed to remove the building as agreed upon, and so on August 10, 1946, said spouses were served with notice by the municipality informing them of the imperative necessity to remove the building in view of the urgent need it has of the site for school purposes; and as said spouses failed to heed the demand, the present action was brought.

The counterclaim of the defendants contains the following averments: plaintiff municipality is the owner of a parcel of land situated in a commercial zone on which it built a school building known as Batangas Elementary School No. 2; this property was not appropriate for school purposes as the motor and other vehicular traffic along the streets bordering the same endanger the lives of the children attending the school and so the Division Superintendent of schools recommended that it be sold and another more suitable property be acquired for school purposes; sometime in April, 1940, the spouses Cantos offered to buy the property for P30,000; this offer was rejected in Resolutions Nos. 132 and 136 of the municipal council of Batangas, but later the action was reconsidered and Resolution No. 126 was approved recommending the sale at public auction of the property for the sum of P30,000, but before the sale could be carried out war broke out; on April 9, 1943, Resolution No. 20 was approved authorizing the lease of a portion of the property to spouses Cantos for a period of five years at a yearly rental of P120, and on July 1, 1943, the corresponding contract of lease was executed; spouses Cantos constructed a theater building thereon and equipped the same with the necessary cinematograph machinery and accessories, and after its construction, it was operated and opened to the public until shortly before the liberation of the Philippines in the early part of 1945, spouses Cantos sought to retake possession of the building, but acting mayor Jose Caedo, instead of acceding to the request, denounced the theater as enemy property as a result of which it was taken possession of by the United States Military authorities; after certain efforts on their part, the spouses were able to regain possession of the theater from the military authorities and applied to the municipal authorities of Batangas for a permit to resume the operation of the theater, but far from granting their request, the then mayor Pedro M. Berberabe referred the matter to the municipal council which on October 16, 1945, approved Resolution No. 24 declaring null and void the contract of lease entered on July 1, 1943, and on October 26, 1945, said spouses were obliged to execute a contract whereby they promised to demolish the building on or before April 15, 1946 (Exhibit "B"); considering said contract exhibit "B" to be null and void because their consent was obtained through fraud, deceit and intimidation, spouses Cantos refrained from demolishing the theater as stipulated and informed the municipal authorities of their decision accordingly; and because of this attitude of spouses Cantos, the municipal authorities made use of the police force to take possession of the theater and placed guards thereon with instructions not to permit the spouses to enter it thus preventing them from enjoying a right which by law belongs to them.

These special defenses are practically reiterated in this appeal by appellants with the addition of the ground invoked in their motion to dismiss to the effect that this case, being one of unlawful detainer, comes within the exclusive jurisdiction of the justice of the peace court of Batangas.

The claim that the nature of the action instituted by the plaintiff is one of unlawful detainer is not well taken. A mere perusal of the complaint will clearly show that its purpose is to exact specific performance of the contract entered into by the plaintiff and the spouses Cantos on October 27, 1945, whereby the latter bound themselves to vacate the premises leased and to remove the building they had constructed thereon on or before April 15, 1946. There is no allegation in the complaint that the defendants are still in possession of the premises leased which would necessitate their ejection therefrom so much so that in the prayer the only relief invoked by the plaintiff is an injunction directed against said spouses, including their bondsmen, ordering them to remove the building they had constructed thereon at their expense in accordance with their stipulation. That this is exactly the situation of the parties is well understood by the defendants so much so that in their answer, far from alleging the defense of Jurisdiction, they concentrated their effort in disputing the validity of the contract exhibit "B" upon the plea that it was executed by the spouses Cantos through force, deceit and intimidation. It was only later when they thought of invoking this defense in a separate motion to dismiss. Another circumstance which negatives their contention that the nature of this action is one of unlawful detainer is their express allegation in their answer that the plaintiff had already taken possession of the leased premises, including the theater, when the municipal authorities came to realize that the defendants adopted an unflinching determination not to demolish the theater because of their belief that said contract was illegal and has no binding effect upon them. The attitude of the defendants in bringing into this case the cross-defendants who intervened in the execution of the disputed contract in an attempt to make them responsible for certain punitive damages they have allegedly suffered, furnishes another proof of their understanding that the nature of the action is really one of specific performance. We are, therefore, of the opinion that the lower court did not err in denying the motion to dismiss.

Defendants contend that Resolution No. 24 approved by the municipal council of Batangas on October 16, 1945, declaring null and void the contract of lease exhibit "1", entered into on July 1, 1943, on the ground that the property in question is of public use, and cannot be the subject of a private contract as decided by the Supreme Court in *Cavite vs. Rojas*, 30 Phil. 603, has been illegally approved, and as a corollary the contract exhibit "B" which was subsequently entered into in line with the suggestion contained in resolution No. 24, is also null and void, and they predicate their contention upon the ground that the property in question has already become patrimonial or private property of the municipality of Batangas for the reason that said municipality has long abandoned its plan of using it for school purposes because it was not appropriate for school in view of its proximity to the street and the danger it offers to the lives of the school children. They contend that if that property is to be considered patrimonial or private property of the municipality, the resulting conclusion is that the contract exhibit "1" is valid and binding, whereas the contract exhibit "B" is null and void. And said contract exhibit "B" being null and void, there is no contract to enforce and so the complaint must fail for lack of sufficient cause of action.

The claim that the leased premises have ceased to be public property and have become patrimonial or private property of the municipality of Batangas has no foundation in fact nor in law. The evidence shows that the leased premises were only a portion of a parcel of land owned by the municipality of Batangas containing an area of about 7,104 square meters on which the municipality had built prior to the war a school building which was known as the Batangas Elementary School No. 2. This property has always been devoted to school purposes. It is true that the school building was destroyed or burned by the retreating Philippine-American Forces on December 26, 1941, and for that reason the Division Superintendent of Schools has recommended that the property be sold and another one be acquired which is more suitable for school purposes and, in line with said recommendation,

the municipal council of Batangas recommended its sale for the sum of P30,000; but war broke out and the sale was never carried out. The offer of spouses Cantos to purchase it was never accepted. The plan to buy a new lot did not materialize. Then this plan was abandoned and immediately after liberation the municipal authorities decided to resume its previous plan of using the property for school purposes. On the face of these facts, which stand undisputed, no other feasible conclusion can be drawn than that the property continued to be as it was before, one dedicated to public use, a purpose which was later reiterated by the municipal authorities after liberation. The mere attempt to sell the property with the idea of acquiring another one more suitable for school purposes did not have the effect of destroying its nature as to convert it into a patrimonial or private property of the municipality.

Granting, for the sake of argument, that Resolution No. 24 did not have the effect of nullifying the contract of lease exhibit "1", or that it was not novated by the subsequent contract entered into between the parties on October 27, 1945, as claimed by the defendants, the situation obtaining would be the same from the point of view of the plaintiff in view of the fact that under said contract exhibit "1" the defendants Cantos have expressly agreed to lease the property subject to the express condition that the municipality can rescind or annul the same "at any time that the municipality of Batangas would need the aforementioned site leased for any important purpose which may arise during the duration of the contract". It appears that immediately after liberation, the municipal authorities of Batangas decided to resume their school activities as a means to restore normalcy to the life of the people and demanded from the spouses Cantos the return of the property because it was urgently needed for school purposes, and it cannot be denied that this is an important purpose which squarely comes within the purview of the contract of the parties. Whether this case is viewed under the original contract exhibit "1", or under the subsequent contract exhibit "B", concluded between the municipality of Batangas and the spouses Cantos, the right of the municipality to terminate the contract of lease and to demand from the defendants the removal of the building they had constructed on the leased premises is clear and cannot be disputed. We are, however, of the opinion that the contract exhibit "B" is valid and binding because the same has been entered into voluntarily and merely as a concession on the part of the municipality to give to the spouses Cantos an opportunity to remove the building within a reasonable time and as their interest and convenience may warrant. Their contention that they executed said contract through force, deceit and intimidation is not supported by any evidence. Rather the evidence shows that said contract is but a mere implementation of the original contract wherein the municipality served notice upon the defendants of its desire to terminate the lease as early as possible and to have the property returned in the same condition as it was before. We do not find any error in the decision of the lower court.

Wherefore, the decision appealed from is hereby affirmed, with costs against the appellants.

Paras, C. J., Feria, Pablo, Bengzon, Padilla, Montemayor, and Labrador, JJ., concur.
Tuason, J., concurs.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.