

**PETRA DE CASTRO AND VICTORINA MORALES, PETITIONERS, VS.
THE JUSTICE OF THE PEACE OF BOCAUE, LEONARDA DE CASTRO,
PEDRO RAMOS AND THE HONORABLE P. M. MOIR, JUDGE OF THE
FIRST INST...**

G.R. No. 10323. February 21, 1916

Ponente: CARSON, J.

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CARSON, J.:

These, are certiorari proceedings, wherein the petitioners seek to have this court annul an order entered in the Court of First Instance of the Province of Bulacan, dismissing an appeal taken by them from a judgment against them and in favor of the respondent Pedro Ramos, in a summary action for possession of a small parcel of land.

The undisputed facts as disclosed by the record are as follows:

On July 16, 1914, Pedro Ramos, one of the respondents in these proceedings, brought a summary action against two women, Petra de Castro and Victorina Morales, for possession of a small parcel of land. He alleged that these women, as heirs of Pablo de Castro, deceased, had ceded him the possession, fruits, and income of the land in question by way of security for the repayment of a loan of P430 which they had borrowed from him at the time of the death of Pablo de Castro, to meet funeral and other expenses incurred at that time; and that he had continued in quiet and undisturbed possession of this land for nearly three years and until two weeks prior to the date of the institution of the action, when the defendants had taken forcible possession.

The justice of the peace on the 22d of August, 1914, gave judgment in favor of the plaintiff for possession and for P470 as damages ("en concepto de daños y perjuicios").

In an extended opinion the justice reviewed the proceedings had before him and the evidence adduced at the trial. On this evidence, he found the allegations of the complaint to be true, and further that these two women, one of them armed with a bolo and one of them with a stick, compelled the plaintiff's tenant to stop working the land on the date mentioned in the complaint. He refused to consider, as irrelevant and immaterial, the evidence offered by them to show that they were entitled to possession of the land, and declined to believe the testimony of their witnesses, to the effect that they had not used "force and arms" in going on the land.

The women perfected an appeal within the five days prescribed by law, depositing P16 in cash to cover the filing fees in the Court of First Instance, and executed a good and sufficient bond to cover costs and damages in the sum of P700 as required by the justice of the peace for the allowance of the appeal.

On motion of the plaintiff, the appeal was dismissed in the Court of First Instance on the ground that the appeal had not been perfected as required by law, in that the appellants had failed to pay to the plaintiff the amount of the damages (P470), or to deposit that amount in cash with the clerk of the court to await the outcome of the appeal.

The statutory conditions upon which an appeal may be perfected from summary actions for possession of real

estate are found in section 88 of Act No. 190, as amended by section 2 of Act No. 1778.

That section prescribes that defendant-appellants in these actions must—

First. Give bond, approved by the justice of the peace, "to enter the action in the Court of First Instance, and to pay rents, damages and costs."

Second. Pay to the plaintiff or deposit in court "all money found due from the defendant to the plaintiff, either as rent or as the reasonable value of the use and occupation of the premises."

It is contended on the one hand that the required payment or deposit of "all money found due from the defendant to the plaintiff" includes the entire amount of any money judgment entered by the justice of the peace against the defendant; and on the other hand, that by the express terms of the statute, it includes merely money found due, either as rent or "as the reasonable value of the use of the premises."

We think the latter construction is clearly the only construction which the language of the statute will permit.

The only judgment which a justice of the peace may lawfully enter in one of these summary actions is a judgment "for restitution of the premises, and costs of suit, and for all arrears of rent, or a reasonable compensation for the use and occupation of the premises" (sec. 84, Act No. 190). He has no jurisdiction in these actions to give judgment for damages based on any other ground. He is not clothed with jurisdiction to render judgment for damages to plaintiff resulting from personal injuries inflicted on the occasion of the forcible entry on his premises; nor to give judgment on any claim of indebtedness, however well founded it may be, unless it is based on a claim of arrears of rent due and unpaid, or upon a claim for reasonable compensation for the use and occupation of the premises.

Having in mind this statutory limitation on the jurisdiction of the justice of the peace, it cannot be doubted that the provisions of the statute requiring, as a condition precedent of the right of appeal, the payment or deposit of "all money found by the judgment to be due from the defendant to the plaintiff, either as rent or as the reasonable value of the use and occupation of the premises, as the case may be," means just what it says and no more. Upon the payment or deposit of the amount of rent, or the reasonable value of the use of the premises, as found to be due by the judgment, the defendant has a perfect right to have his appeal allowed on the filing of the prescribed bond. Neither the justice of the peace nor the Court of First Instance have the power to require the payment or deposit of any other moneys which the justice of the peace may have found to be due from the defendant to the plaintiff by way of damages or otherwise. There is no jurisdiction in either of those courts to deny the right of the defendant to be heard on appeal because of a failure to pay or deposit such moneys, provided he files the prescribed bond and complies with the other statutory conditions for the perfection and maintenance of his appeal.

The sole ground, upon which it is contended that the defendants in the court of the justice of the peace failed to comply with the provisions of the statute in perfecting their appeal, is that they did not pay or deposit in cash the amount of the damages ("daños y perjuicios") as fixed by the justice in his judgment. But from what has been said, it is clear that the failure to pay or deposit the amount of these damages in no wise affected the statutory right of the defendants to appeal, unless it appears that these damages were assessed by the justice of the peace "either as rent or as the reasonable value of the use and occupation of the land."

On what ground the justice of the peace rested his judgment for damages does not satisfactorily appear from the record before us. But we are satisfied that these damages do not represent, nor were they intended by him to represent, a finding as to "the reasonable value of the use of the land" by the defendants.

The land in dispute is a small parcel of farming land. The highest valuation placed upon it by any of the parties is

P600. The justice of the peace found that the two women defendants forcibly entered on this land just two weeks before the action was instituted in his court, and not quite four weeks prior to the entry of his judgment for restitution. In the absence of an express showing to the contrary, we decline to believe that the justice of the peace of Bocaue was so stupid or so gullible as to believe, and to find as a matter of fact, that "the reasonable value of the use and occupation" of a small parcel of land, valued at not more than P600, for a period of less than a month, was P470. The complaint does not allege, nor did the justice find that these women had cut or removed any crop. On the contrary it clearly appears that they entered on the land merely for the purpose of cultivating it, and neither the complaint, nor the judgment of the justice of the peace, nor the evidence reviewed by him give any indication that there was anything removed from the land or any waste or other injury done the land by the women while in possession. The complaint filed in the court of the justice of the peace sets forth that the plaintiff's claim of the right to possession as against the defendants was that at the time they entered the land and for nearly three years prior thereto, he held it, together with the right to its use, fruits, and profits as security for the repayment of a loan of P430. It is inconceivable that the justice of the peace could have been of the opinion that the "reasonable value of the use of the land" by the women while cultivating it for less than one month was P470.

The justice himself did not say in his judgment that the amount of the damages assessed by him was the reasonable value of the use of the premises. After setting forth the facts, as found by him, with relation to the alleged unlawful and forcible entry, he simply gave judgment for restitution, and for the sum of P470 as damages ("en concepto de daños y perjuicios").

Ordinarily, the amount allowed as damages in such a judgment may be presumed to be the reasonable value of the use of the land as fixed by the court; but no such presumption should be indulged in, in order to defeat the defendants' right of appeal, when it clearly appears that such was not the intention of the justice who entered the judgment. Thus if the written opinion expressly set forth that the total amount of the damages allowed consisted of a certain amount for rent, or further amount for personal injuries inflicted during the forcible entry, and a further amount for medical services to the injured parties, no one would pretend that the money thus found "due the plaintiff by the defendant" was for the rent or the reasonable use of premises. We are of opinion that although the justice, in the case at bar, did not expressly set forth the grounds on which he based his judgment, it is clear beyond the possibility of error that he did not allow the sum of P470 damages for the use of the premises by the women defendants.

We admit that it is difficult to imagine on what possible ground he did base his money judgment. From any point of view it is, as the judge of the Court of First Instance well says "wholly unreasonable." As that judge further intimates, it may have been an arbitrary sum inserted in the judgment by the justice of the peace, in the hope and belief that the two women could not find cash or security for its payment, and that their right of appeal would be defeated. It may have been that the justice conceived that the plaintiff was entitled to extraordinary and exemplary damages for the alleged assault upon his workman with a bolo and a stick. Or it may be that the amount of the money judgment, P470, was based upon the allegations in the original complaint as to the loan of P430. But whether the money judgment was entered through malice or stupidity, and it is very clear that its entry was the result of one or the other, it does not expressly appear to have been rendered by way of compensation for the use and occupation of the land and under all the circumstances, we decline to indulge in the presumption that it was so intended.

Having arrived at this conclusion, we must hold further that the appeal of the defendants was duly perfected; and that their appeal should not have been dismissed on the ground that they had failed to pay the amount of this money judgment to the plaintiff or deposit it in court to wait the result of the appeal.

Under the doctrine announced in *Tirangubuaya vs. Judge of First Instance of Rizal* (14 Phil. Rep., 613, 615), and

Requepo vs. Judge of First Instance of Ilocos Sur, and Rosales (21 Phil. Rep., 77), the petitioners are clearly entitled to the writ prayed for and to have the judgment dismissing their appeal annulled and set aside.

In the case of Tirangbuaya vs. Judge of First Instance of Rizal (14 Phil. Rep., 613), we expressly held that in cases of appeals from judgments rendered in summary actions in which it appears that in good faith and not for the mere purpose of delay "a bond, undertaking or other instrument" is filed which "secures to the appellee at least a partial protection of his rights, such bond, undertaking, or other instrument, when approved by the justice of the peace is sufficient to confer jurisdiction on the Court of First Instance," at least for the purpose of allowing an amendment of defects in the bond; and we expressed our belief that the jurisdiction thus acquired by the Court of First Instance would extend also to the allowance of a correction of an omission of the deposit of money found due for rent or use of the premises. Under the doctrine laid down in that case we might have rested our judgment in this case on the ground that the respondent judge had jurisdiction for the purpose of allowing the appellants a reasonable time within which to correct the omission to deposit the amount of the money judgment rendered by the justice of the peace, it appearing that the bond actually filed was clearly intended to cover all damages which might be allowed on appeal.

But this would require them to deposit in the Court of First Instance the sum of P470 before they could be heard on their appeal. As we are of opinion that the money judgment rendered by the justice of the peace was not intended as a judgment for the "reasonable value of the use of the land" during its alleged occupation by these defendants, we think that they have the right to maintain their appeal without being required to meet such a burdensome requirement as the deposit in cash of a relatively large sum of money.

The respondents having united duly certified copies of the proceedings in the court below with their answers filed in this court, judgment may properly be entered without exposing the parties to the expense and delay involved in bringing the original record here, a formality which in the present status of these proceedings may well be dispensed with.

Twenty days hereafter let judgment be entered annulling the order dismissing the appeal of the petitioners, which was entered in the court below on the 19th of September, 1914, with the costs of these proceedings against the respondent Pedro Ramos; and ten days thereafter let a certified copy of the judgment and of this opinion be forwarded to the court below for entry with its record, and let the record of these proceedings be filed with the archives of original actions in this court. So ordered.

Arellano, C. J., Torres and Trent, JJ., concur.

Moreland, J., dissents and will later file a separate opinion.

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