

CATALINA INFANTE, PLAINTIFF AND APPELLANT, VS. JUSTO TOLEDO AND VICENTA SANTIONG, DEFENDANTS AND APPELLEES.*G.R. No. 11595. March 02, 1918*

Ponente: ARAULLO, J.

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This is an action to recover the possession of a piece of land and damages for the deprivation of the said possession. In the complaint, dated June 16, 1914, the plaintiff alleges that she is the owner of a parcel of abaca (hemp) land in the barrio of Lucsuhin, municipality of Silang, Cavite, described in the complaint, which in April, 1908, was mortgaged to the defendants, without a fixed period, for the sum of one hundred pesos (P100), upon the condition that the defendants should return the possession thereof to the plaintiff at any time that the latter pay to them the above-mentioned sum; that in 1911 the said defendants refused and still refuse to return the land or to receive the said sum of P100 which the plaintiff had tendered to the defendants in payment of the debt; that the fruits produced by said land since 1911 are worth approximately P600 and that from the time the mortgage was entered into till the date of the said complaint, the defendants have cut fruit-bearing trees on the land, valued at P100. The plaintiff prays that the defendants be sentenced to restore the said land to her and to pay the sum of P900 as damages and the costs.

After the demurrer interposed by the defendants to the complaint was overruled, the said defendants denied generally the facts alleged in the complaint. The answer was afterwards amended, the defendants denying generally and specifically the facts alleged in the complaint, and alleging, as a special defense, that the land claimed by the plaintiff belongs to them, they having purchased it from the provincial sheriff at a public auction held by virtue of an execution issued against the plaintiff. A copy of the instrument was attached to the answer and made a part of it. The defendants further alleged in their special defense that since the said purchase they have been in possession of the land. Hence they prayed that they be absolved from the complaint, with the costs against the plaintiff.

The plaintiff demurred to this answer. The demurrer was overruled. When the trial of the case began on June 19, 1914, the plaintiff asked that, for the purposes of eviction, Mariano Manalo, provincial sheriff of Cavite, be made a party defendant. This petition was granted by the trial court over the objection of the defendants, and said court ordered that the said sheriff be duly summoned. The trial was suspended. On December 4, 1914, the plaintiff filed an amended complaint, making as one of the defendants the said provincial sheriff of Cavite for the reason that it was he who sold the land at public auction to the other defendant, Vicenta Santiong, on June 24, 1914, in the said municipality of Cavite, and reproducing in the amended complaint the same facts alleged in the original one. The prayer contained in the original complaint was also reproduced in the second complaint, with the additional prayer that the said sale at public auction executed by the provincial sheriff in favor of his codefendants be annulled.

The trial having been continued and the evidence on behalf of both parties adduced, the Court of First Instance of Cavite rendered a judgment in which it said that the evidence so adduced has established the following facts:

The land described in the complaint belonged to the plaintiff Catalina Infante. A complaint was filed in the justice of the peace court of Silang, Cavite, by the herein defendant Vicenta Santiong against the herein plaintiff, Catalina Infante and one Anselmo Payad, for the recovery of a sum of money owed by the said Infante and Payad from said Santiong, the document of indebtedness being as follows: "We, Anselmo Payad and Catalina Infante, both residents of this municipality of Silang, Province of Cavite, and of age, do hereby acknowledge having received on this date from Vicenta Santiong the sum of One hundred twenty-one pesos and fifty centavos as a loan, and promise to pay her the said sum after the month of April; and in case that it be not paid, we shall make another contract covering this condition. In witness whereof we hereunto affix our signatures this 22d day of March, 1909, at Silang, Cavite.—(Sgd.) Anselmo D. Payad.—(Sgd.) Catalina Infante." The said justice of the peace rendered judgment sentencing said Catalina Infante and Anselmo Payad to pay the sum of P153.50 and costs. The judgment having become final, the said justice of the peace issued a writ of execution, and pursuant thereto, the land now in question was attached and afterwards sold at public auction by the defendant Manalo, in his capacity as sheriff, to the only highest bidder, the herein defendant Vicenta Santiong, who later took possession of the said land. The sale was held on January 5, 1912, and the period for the redemption having expired without the defendants therein having exercised the right of redemption, the sheriff Manalo, on June 24, 1914, executed the deed of sale (Exhibit No. 1) in favor of the defendant Vicenta Santiong, and said deed of sale was recorded in the registry of property of the Province of Cavite on June 29, 1914.

Referring to the proceedings had in the said civil case brought in the justice of the peace court of Silang, the trial court in its decision said:

"After an examination of Exhibit A presented by the plaintiff, which is the record of the civil case brought in the justice of the peace court of Silang by Vicenta Santiong against Catalina Infante and Anselmo Payad, it appears that the court has issued a proper summons. There is no doubt whatsoever that the plaintiff Catalina Infante has been duly summoned. In the said case, there was a motion signed by Catalina Infante for the transfer of the trial to another day, which motion was granted by the justice of the peace who transferred the trial to August 30, 1911, and notified the said Infante of such transfer. But, because neither Infante nor her codefendant appeared on the date set for the trial, the trial was held, they having been declared in default, and a judgment was rendered against the defendants. Although it was not necessary to notify the defendants of the judgment by default, nevertheless the justice of the peace, through a municipal police officer, delivered a copy of the same to Eustaquia Ambit, the mother of Catalina Infante. The period within which to appeal from that judgment having expired without an appeal having been interposed, the justice of the peace upon petition of the plaintiff Vicenta Santiong ordered the execution of the judgment. In Exhibit 2 of the defendants there appear the steps taken by the sheriff Manalo in executing the judgment of the justice of peace. It appears from the said exhibit and from the declaration of the sheriff Manalo that after he had attached the land in question, the notices required by law were published prior to the judicial sale of the same. In the said exhibit there appears a clipping of the notice published in the newspaper, *La Democracia*, during three consecutive weeks once a week, on the 11th, 18th, and 26th of December, 1911."

Wherefore, the trial court held that it was evident that the proceedings of the justice of the peace, as well as those of the sheriff Manalo, were in accordance with the legal requirements in force on the matter, and the plaintiff Catalina Infante cannot allege ignorance thereof; that it was also unquestionable that the defendant Vicenta Santiong has acquired a valid and effective title to the land in question through due legal process; and that the said land was absolutely the property of the defendant Vicenta Santiong, and consequently the lower court absolved the defendants from the complaint, without special finding as to costs.

To this judgment, the plaintiff excepted. She moved for a new trial and her motion having been denied, she excepted to the order denying her motion, and presented the corresponding bill of exceptions to perfect her appeal, alleging in effect that the lower court erred in finding for the legality and validity of the proceedings in the

civil case brought in the justice of the peace court of Silang by the defendant Vicenta Santiong against the plaintiff and Anselmo Payad and also in holding that the said land belonged to the said defendant, by virtue, and in consequence, of said proceedings.

The question raised by the appellant in her brief relates to the validity and legality of the proceedings had in the said civil case brought in the justice of the peace court of Silang, by virtue of which an execution against the plaintiff Catalina Infante was issued and made enforceable against the said land, which had been acquired by the defendant Vicenta Santiong through purchase at public sale conducted by the sheriff. But neither in the original nor in the amended complaint has the plaintiff made any allegation about the said proceedings, impugning them as defective or not in accordance with the provisions of law, and as having deprived the plaintiff of her ownership and possession of the land without due process of law, and though in the said amended complaint there was additional prayer to the effect that the sale made at public auction by the sheriff in favor of Vicenta Santiong and her codefendant Toledo be annulled, nevertheless there was no allegation or statement of any fact to support said prayer or to constitute a ground for annulling the said sale. However, both parties having admitted at the trial that the land involved in the said civil case is the same land sought to be recovered in the complaint filed by the plaintiff, and the record of case No. 259 in the justice of the peace court of Silang, which was the civil case brought in said court, having been presented by the plaintiff for the purpose of proving the defects which, according to her, were committed in the proceedings in that case, the question between the parties has become narrowed down to that raised in the said brief, the judgment of the lower court being, as it was, based upon its finding and holding with regard to that question.

What appears in the said record No. 259 is clearly stated by the lower court in the paragraph of its decision above-cited wherein are mentioned the proceedings taken by the justice of the peace of Silang and by the provincial sheriff of Cavite in that case or by reason thereof until the delivery to the herein defendant, plaintiff in that case, of the land in question as the purchaser thereof at the public auction held by the said sheriff, and the final registry of the deed of sale of the land in the registry of property of the said Province of Cavite on January 29, 1914, the defendants in that case having failed to exercise their right to redeem the land within the period prescribed by law for such redemption.

The defendant in that case, Catalina Infante, who alone can be affected by our considerations in this case, because Anselmo Payad, the other defendant therein, is not a party in the instant case, was summoned to appear before the justice of the peace court of Silang, by virtue of the complaint filed against her by Vicenta Santiong on August 10, 1911, and amended on the 12th of the same month. The said Infante appeared and asked for the transfer of the trial to another day, which motion was granted by the justice of the peace. The said justice of the peace transferred the trial of the case to the 30th of the same month, and the said Infante was notified thereof. Although the said summons had not been made in due form, the voluntary appearance in that action by the said defendant was equivalent to a compliance with such a requirement; hence the summons must be deemed to have been served (section 397 of Act No. 190). Catalina Infante neither appeared before the justice of the peace court on the day set for the trial, nor answered the complaint. Upon petition of the plaintiff, the trial was held in the absence and in default of said Infante, and judgment against her by default was rendered on August 30th. According to the records, the said judgment was published on the same day in the court room for the due information of the defendants, Anselmo Payad and Catalina Infante, in view of the fact that their whereabouts were unknown. Moreover, a copy of the same decision was sent to the defendants the following day by the justice of the peace for their information, and the same justice states in the record (p. 40) the name of the municipal policeman who delivered the said copy by leaving it in the house of Catalina Infante's mother, where said Catalina was living during her stay in Silang. The said policeman, Valeriano Loyola, stated at the bottom of that part of the decision wherein the mother of the said Infante should have acknowledged the receipt thereof (record, p. 43 of the said

proceedings) that he left the said copy of the decision in the house because Infante's mother refused to receive it. In view of the fact that no appeal whatsoever was interposed against such judgment and that the legal period within which such remedy should have been filed had already expired, the justice of the peace, upon petition of the plaintiff, issued, on October 21, 1911, a writ of execution. It also appears from the testimony of the sheriff, Mariano Manalo, that he personally notified Catalina Infante of the attachment of the said land, by giving notice thereof to her mother, said Catalina Infante not being then present. According to the judgment appealed from, after the proper notices were published in the newspaper, La Democracia, the attached land was sold for P190 by the sheriff at public auction to Vicenta Santiong, the plaintiff in that case, defendant herein, and the sale became final when the period for its redemption had expired without such right having been exercised and the land was then delivered to the purchaser and the corresponding deed of sale finally recorded in the registry of property.

Therefore, it cannot be held that there has been any essential defect in the proceedings had in the civil case brought in the justice of the peace court of Silang, which proceedings resulted in the acquisition of the said piece of land by the herein defendant Vicenta Santiong by purchase at public auction. Catalina Infante, the defendant therein, being a resident of the town of Silang according to the document of indebtedness upon which the complaint was based, and her residence being the house of her mother in said town during her stay there, was properly declared in default. Hence, the proceedings had in connection with her were valid in law.

In her brief, the appellant claims that a copy of the judgment rendered by the justice of the peace against Catalina Infante is missing, but as said judgment appears on page 39 of the original record of the civil case, signed by said justice of the peace, it is not necessary that a copy thereof be attached to the record. The fact that the notices of the sale of the attached land were published in the newspaper, La Democracia, the organ of the Progresista Party, and not in another which is the organ of the Nacionalista Party, the Province of Cavite being Nacionalista in general, as contended by the appellant, has no importance at all, nor merits any serious consideration, inasmuch as the law requires only that the publication be made in a newspaper of wide circulation. The fact that La Democracia is the organ of the Progresista Party, granting that it was, is no proof that it is not a newspaper of wide circulation in the said province. Neither does the affirmation made by the appellant in her brief that the province is in general essentially Nacionalista prove that the Nacionalistas in the said province do not read La Democracia and that they read only the newspapers which are the organs of their party. The fact that the writ of execution issued to the provincial sheriff does not appear in the record, and that, according to the sheriff, the said order was returned to the said justice of the peace together with all the proceedings in compliance therewith, cannot also be held to be an important and essential defect in the proceeding, if it be taken into account that in the same record there appears the original order signed by the justice of the peace, ordering the issuance of the writ of execution of the judgment rendered by him in said case. And all the steps taken by the sheriff in compliance therewith appear in the record (pp. 50-60) together with the copies signed by him of the deeds of sale of the land executed by him in favor of Vicenta Santiong and the delivery to, and the possession of, the latter, of the said land after the expiration of the period for redemption, which right was not availed of by the defendants therein; and the date of the issuance of the execution was noted also in the docket of the justice of the peace court which was presented by the same justice at the trial. All of the foregoing facts demonstrate in an evident manner that the writ of execution was issued, although it could, for some reason, have been left unattached to the record after the sheriff had made a return of it, as he has asserted. Be what it may, such an omission cannot constitute an essential defect in the proceeding. Neither does it affect the legality and validity of the same. Much less can it affect the legality of the proceeding, when, in addition to the fact that the date of the issuance of the said execution appears in the docket, as has been stated above, the attention of the same attorney for the plaintiff was especially called at the trial to the fact that the decision rendered by the justice of the peace was also noted in the docket, in which decision it appeared that judgment by default was rendered against the defendants; that the decision was published in the

court room in the absence of the said defendants, the justice of the peace stating that he has done this due to the fact that the whereabouts of the said defendants were unknown.

"A justice's court is not a court of record; the only memorial of his proceedings which he is usually required to keep is a docket of all cases brought before him, on which he should enter the names of the parties, the return of the officer, and the entry of the judgment, specifying the amount of the same, and the day of its rendition. If the entries are ambiguous or of doubtful import, they must, if they will bear it, receive that interpretation which will support the proceedings; and when they import a judgment, they must be taken in connection with any process the justice may have issued in execution of the judgment. In relation to judgment dockets of justices of the peace it may in general terms be said that the strictness required in keeping the docket of a superior court need not be observed in order to make the docket good and valid for all purposes for which it may be kept. Every reasonable presumption should be indulged in to uphold the jurisdiction and proceedings of a justice of the peace." (Ruling Case Law, vol. 15, p. 590, par. 26, and cases therein cited.)

In conclusion, we hold that the judgment appealed from is in accordance with law and the merits of the case, without the lower court having committed any error in its decision and in the rulings contained therein.

Therefore, we hereby affirm the judgment appealed from, with the costs against the appellant. So ordered.

Arellano, C. J., Johnson, Carson, Street, and Malcolm, JJ., concur.

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