

THE MUNICIPALITY OF SAN JOAQUIN, PETITIONER AND APPELLANT, VS. THE ROMAN CATHOLIC BISHOP OP JARO, OBJECTOR AND APPELLEE.

G.R. No. 11629, March 30, 1917

Ponente: TORRES, J.

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TORRES, J.:

This appeal by bill of exceptions was filed by counsel for the municipality of San Joaquin, Province of Iloilo, from the judgment of November 30, 1915, in which the judge of the Twenty-third Judicial District, in granting the application filed by said municipality for the registration of three parcels of land, decreed the adjudication and inscription of the property in the name and in behalf of the applicant, with the exception of the lot A of the first parcel, belonging to the objector corporation.

By a written application of November 24, 1914, the provincial fiscal of Iloilo, in the name and representation of the municipality of San Joaquin, applied for the registration in accordance with law of three parcels of land of which this municipality claimed to be the absolute owner. He alleged that the first parcel was situated in the town of San Joaquin, the second, in the barrio of Tarabunan, and the third, in that of Tiolas, all of the district of the said municipality and the description and boundaries of which are given in detail in the plans and technical descriptions Exhibits A, B, and C, made a part of the application; that the applicant corporation acquired the said parcels of land by possession since time immemorial; that the land was unencumbered; and that the first parcel was occupied by the municipal building, a schoolhouse and the public market.

On October 1, 1915, counsel for The Roman Catholic Bishop of Jaro, a legally organized unipersonal corporation, filed a written opposition to the aforesaid application and claimed as its exclusive property 15,576 square meters, designated as lot A, of the first parcel of land specified and described in the plan Exhibit A. He alleged that the objector-corporation had become the owner of this lot A by a compromise entered into by and between it and the municipality of Miagao, as shown by a resolution dated May 14, 1910 (which document, as Exhibit 1, was attached to the opposition, as was also the plan of the land to which the said compromise refers, Exhibit 2, and the letter Exhibit 3, written by the provincial governor of Iloilo approving the compromise). The objector's counsel therefore requested that the said lot A of the first parcel of land be excluded from the decree of registration issued in favor of the applicant-corporation.

Counsel for the latter alleged in his reply that even though the documents presented by the objector were authentic, they were nevertheless illegal, invalid and utterly valueless, inasmuch as (a) the session of the municipal council of Miagao, in which the said compromise was authorized, was illegal, because it was not attended by a sufficient number of councilors to form a quorum; (b) that the said resolution of the municipal council of Miagao (then the principal town of the present municipality of San Joaquin), authorizing its president to effect a compromise with the objector Church, was not performed in the lawful exercise of its powers, but to the prejudice of the interests of the present municipality of San Joaquin; (c) that, for the same reason, the act of

the municipal president of Miagao in executing the said document of compromise was illegal; (d) that the approval of the said compromise by the provincial governor was likewise illegal and beyond his powers; (e) that the acts of the officials and corporations that intervened in the said compromise constituted a violation of subsection (c) of section 40 of the Municipal Code, inasmuch as this section authorizes municipalities to encumber or alienate municipal property only when a benefit may accrue to them thereby, but never to the prejudice of municipal interests; and (f) that the land claimed by the objector is required for the development and advancement of the municipality of San Joaquin. Applicant's counsel therefore prayed the court to declare null and void the documents 1, 2 and 3 presented by the objector, and to decree the registration of all the said properties in favor of the municipality of San Joaquin.

After the hearing of the case, wherein both parties adduced evidence, the court rendered the judgment aforementioned, to which counsel for the applicant municipality excepted and in writing moved for a reopening of the proceedings and a new trial. This motion was denied, exception was taken by the moving party, and, after the proper bill of exceptions was presented the same was approved and forwarded to the clerk of this court.

The issue to be decided in this case is whether or not the municipality of San Joaquin is entitled to enter in the property registry lot A of the first parcel of land, situated in the town of the said municipality and concerning the identity and location of which there is no disagreement between the parties. In regard to the other parcels of land and to the rest of the first parcel, also the subject-matter of the application and the registration of which has been decreed, no opposition was made and the judgment of the lower court became final in respect thereto.

Whatever be the result of the testimony introduced at trial by the municipality of San Joaquin, and, furthermore, even supposing that that testimony was favorable to the claim made by this municipality, in deciding this case consideration must first be given to the compromise agreed upon, May 14, 1910, by and between the Catholic Church and the municipality of Miagao—which municipal corporation represented the present pueblo of San Joaquin, then a barrio attached to and forming part of the municipality of Miagao. According to article 1816 of the Civil Code, a compromise has, with regard to the parties, the same force as a *res adjudicata*.

It is unquestionable that the municipality claimed to be the owner of the parcel of land in controversy; but, once the compromise was stipulated the parties thereto must abide by it (Civ. Code, arts. 1809, 1812, and 1815), unless there has been error, deceit, violence, or forgery in the compromise (art. 1817), and no such circumstance has, even been alleged.

It is to be seen why the Roman Catholic Apostolic Church made no special effort to prove that it had performed acts of possession over the lot A, inasmuch as its opposition is founded on the recognition of its ownership in said land through the compromise of May 14, 1910, (resolution marked Exhibit 1) with the municipality of Miagao, which formerly represented the present town of San Joaquin. That compromise was duly approved by the provincial governor of Iloilo on June 4th of the same year, according to the document Exhibit 3. The document Exhibit 1, entitled "Resolution containing a compromise," is as follows:

"A session of the municipal council of Miagao, Province of Iloilo, having been held on May 5, 1910, to pass upon the claim filed by the Roman Catholic Apostolic Church in reference to the boundaries between the properties of the said Church and those of the municipality in the suburb of San Joaquin, the council resolved; To compromise under the following conditions the claim presented against the municipality by the said Catholic Church.

"1. The plan of the municipal property of Miagao situated in the barrio of San Joaquin, prepared by J. M. Woodroof, a surveyor of the Bureau of Lands, in accordance with the survey made on May 24 and 26, 1909, and approved by the Director of Lands on August 10, 1909, or a correct copy of this plan, shall form an integral and essential part of the present compromise.

"2. On the said plan a straight line designated as 'Alphabeta' is drawn south of the schoolhouse and the municipal building. All the southeastern part of the said line, to wit, that comprised by the lines Alpha, Beta, Delta, Mu, Nu, Pi, Rho, Tau, and Omega, and marked with the Roman numeral I, is recognized by the municipality to be of the lawful and exclusive ownership of the Roman Catholic Apostolic Church, as likewise all the trees, plants and sowings, and all else found on the aforesaid portion marked with the numeral I.

"3. The part marked with the numeral II and comprised between the lines Gamma, Eta, Lambda, and Kappa, is recognized and admitted by the municipality to be of the absolute and exclusive ownership of the said Catholic Church, but the Church shall bind itself not to fence in or enclose the line Gamma-Eta and the line Eta-Lambda.

"4. All the southeastern part of the property that is shown on the plan under the Roman numeral III is also of the absolute ownership of the Catholic Church, but as to this portion the municipality has never claimed any interest whatever.

"5. All the other remaining parts shown on the plan, with the exception of those already mentioned, are recognized by the Roman Catholic Apostolic Church to be of the absolute and lawful ownership of the suburb of San Joaquin, municipality of Miagao, Province of Iloilo.

"6. The municipality of Miagao binds itself never under any circumstances to erect or construct a building of any kind in the public square shown on the plan as Lot Number One.

"7. Likewise the municipality binds itself to keep open to traffic, now and always, the streets named Calle Domingo and Calle Santo Nino, shown on the plan.

"8. Special, ample and sufficient power is conferred upon the municipal president and he is hereby authorized to sign this compromise jointly with the representative of the Roman Catholic Apostolic Church, and this compromise shall be valid, final, and effective on the date of its approval by the provincial governor; and both the municipality and the Roman Catholic Apostolic Church agree, by themselves and their successors, to rigorously observe all the conditions contained in this compromise, and the municipality hereby delivers to the Roman Catholic Apostolic Church the parts or portions (of the property) "recognized by the municipality to be of the lawful and exclusive ownership of the said Church.

"Miagao, May 14, 1910.

(Sgd.) "Gregorio Rosaldes,

"Representative of the R. C. A. Church.

(Sgd.) "Tomas NONATO, municipal president.

"[Official Seal of the Municipality of Miagao.]"

The portion ceded to the church by the said compromise and described in the plan Exhibit 2, made a part of the said document, concords exactly with the lot A shown on the applicant's plan Exhibit A. Moreover, the witnesses Sanglap and Subillo admitted that the lot A and the land recognized to belong to the Roman Catholic Apostolic Church, in accordance with the said "resolution containing a compromise," are identical.

As a juridic person, the municipality of Miagao was authorized to execute a contract of compromise in the manner and with the requisites necessary to alienate its property (Civ. Code, art. 1812), and such requisites and formalities were fulfilled in accordance with the provisions of section 40, subsection (c) of the Municipal Code. The provincial governor was of that opinion when he gave his approval to the contract of compromise, which was deemed to benefit the contracting municipality for the reason that it thereby avoided a lawsuit and got the Church to renounce other claims and to recognize the municipality's right in the other real properties sought to be

registered. Furthermore, the record does not show that the Church, on its part, failed to comply with the condition imposed in the compromise, and it is presumed that the latter was executed in accordance with law and that the formalities established by law have been complied with (Code of Civ. Proa, sec. 334, Nos. 14, 18 and 31). There is no proof contrary to these presumptions.

For the foregoing reasons whereby the errors assigned are deemed to have been refuted, and as the judgment appealed from is in accordance with law and the merits of the case, it should be, as it is hereby, affirmed, with the costs of this instance against the appellant. So ordered.

Carson, Trent, and Araullo, JJ., concur.

Moreland, J., concurs in the result.

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