

JOSE L. MADAMBA, PETITIONER AND APPELLANT, VS. SALVADOR ARANETA, ETC., ET AL., RESPONDENTS AND APPELLEES.

G.R. No. 12017. August 28, 1959

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

This is an appeal taken by petitioner Jose L. Madamba from a decision of the Court of First Instance of Isabela denying his petition for a summary judgment and absolving the respondents herein from said petition.

On August 17, 1926, Madamba filed with the Bureau of Lands Application No. 2788, for a lease contract on an agricultural public land, situated in the barrio of Patanad, municipality of Echague, province of Isabela, containing an area of 370.7969 hectares, more or less, known as Lot No. 1664, Cad. No. 210, Echague, Isabela. The contract of lease was awarded to Madamba on September 14, 1935. However, owing to delinquency in the payment of the stipulated rentals, beginning from the year 1945, said contract was, on October 2, 1953, cancelled by respondent Salvador Araneta, as Secretary of Agriculture and Natural Resources. Three motions for reconsideration, filed by Madamba November 28, 1953, and January 21 and May 3, 1954, were denied on December 8, 1953, March 15 and July 9, 1954, respectively. Hence, on October 1, 1954, Madamba filed the aforementioned petition against said officials, as well as against sixteen (16) other persons named in the petition, who, allegedly, had taken possession of portions of the above-mentioned property, thru force and intimidation, in 1938 and 1939.

Although admitting nonpayment of the stipulated rentals from 1945 to 1953, petitioner maintains that the same did not justify the cancellation of the lease contract above referred to, for his aforementioned omission was allegedly due to the usurpation of portions of the leased property by the respondents already adverted to, and the Government has failed, despite several demands made by him, to remove the corresponding disturbance in his possession, thereby becoming, it is claimed, guilty of breach of its obligation, as a lessor, to keep him, as lessee, in peaceful possession of said property.

This pretence is predicated upon Article 1658 of the Civil Code of the Philippines, reading:

"The lessee may suspend the payment of the rent in case the lessor fails to make the necessary repairs or to maintain the lessee in peaceful and adequate enjoyment of the property leased."

His Honor the Trial Judge held this provision inapplicable to the case at bar upon the ground that, when the new Civil Code became effective, in August 1950, the Government had already acquired a vested right to rescind the contract in question, under the Civil Code of Spain, pursuant to Article 1560 of which "the lessor shall not be liable for any act of mere trespass by a third person upon the leased property; but the lessee shall have a direct action against the trespasser," and "there is no trespass if the third person * * * has acted by virtue of a right belonging to him." Moreover, this provision is substantially reproduced in Article 1664 of the Civil Code of the Philippines, reading:

"The lessor is not obliged to answer for a mere act of trespass which a third person may cause on the use of the thing leased; but the lessee shall have a direct action against the intruder."

"There is a mere act of trespass when the third person claims no right whatever."

In the case at bar, the disturbance in plaintiff's possession, with respect to small portions of the leased property, was admittedly caused by mere intruders, who acted without any color of title or right. What is more, it is not disputed that said property is part of the public domain. Indeed, its status as such had been settled by a final judgment, rendered, way back on December 9, 1930, in Cadastral Case No. 16 of the Court of First Instance of Isabela, G.L.R.O. No. 1055, entitled "The Director of Lands vs. Arsenio E. Abad, et al." It is apparent, therefore, that the disturbance in the possession of petitioner herein was the product of an "act of mere trespass," or "perturbacion de mero hecho", for which, "the lessor shall not be liable", or "shall not be obliged to answer", in the language of the Civil Codes of Spain (Article 1560) and the Philippines (Article 1664), respectively.

It may not be amiss to note that Article 1658 of our Civil Code merely implements the obligation of the lessor under Article 1654 thereof, to make "all the necessary repairs" and "to maintain the lessee in the peaceful and adequate enjoyment of the lease," which he had under Article 1554 of the Spanish Civil Code. Hence, the "peaceful-enjoyment" mentioned in Article 1658 of the Civil Code of the Philippines, is nothing but the one referred to in Article 1654 thereof, which, in turn, is identical to that alluded to in Article 1554 of the Civil Code of Spain, and the "act of mere trespass"—disturbing said "peaceful enjoyment"—contemplated in Article 1664 of the former, is the same "perturbacion de mero hecho" for which "the lessor shall not be liable", pursuant to Article 1560 of the latter.

Needless to say, plaintiff's right to sue the intruders, who had disturbed his possession, is well settled in this jurisdiction. It is supported, not only by said Article 1560 of the Civil Code of Spain and Article 1664 of our Civil Code, but, also, by a long line of decisions of this Court (*Mariano vs. De los Santos*, 97 Phil., 191; *Pitargue vs. Sorilla*, 92 Phil., 5; 48 Off. Gaz. [9] 3849; *Lo Ching vs. Archbishop of Manila*, 81 Phil., 601; *Afesa vs. Ayala*, 89 Phil., 292; *Roman Catholic Church vs. Familiar*, 11 Phil., 310; *Roman Catholic Church vs. Municipality of Tarlac*, 9 Phil., 460; *Muyco vs. Montilla*, 7 Phil., 498; *Bishop of Cebu vs. Mangar on*, 6 Phil., 286). Obviously, plaintiff was not entitled to shift to the Government, as lessor, the task of suing the intruders, which the law explicitly imposes upon him, as lessee. Again, the action taken by the Secretary of Agriculture and Natural Resources is further supported by the Public Lands Act (Commonwealth Act No. 141), and the lease contract in question, pursuant to the provisions of which, "for a breach of any of the covenants" therein by the plaintiff, the Government "may elect to declare" the contract "rescinded and void" and "enter and take possession" of the property leased.

Wherefore, the decision appealed from is hereby affirmed, with costs against the petitioner. It is so ordered.

Paras, C. J., Bengzon, Padilla, Montemayor, Bautista Angelo, Labrador, Endencia, and Barrera, JJ., concur.

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