

LETICIA T. FIDELDIA, PETITIONER, VS. SPOUSES RAUL AND ELEONOR MULATO, RESPONDENTS.

G.R. No. 149189. September 03, 2008

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a Petition for Review under Rule 45 of the Revised Rules of Court assailing the Decision[1] dated 23 March 2001 of the Court of Appeals in CA-G.R. SP No. 62263 and its Resolution[2] dated 25 July 2001 denying petitioner Leticia T. Fideldia's (Leticia's) Motion for Reconsideration.

I

FACTS

The undisputed factual and procedural antecedents of this case are as follows:

Civil Case No. 459-BG: Action for
Specific Performance against Petra
Fideldia

Petra Fideldia (Petra) was then the registered owner of two lots situated in Poblacion Bauang, La Union, identified as Lot 4-B and Lot 4-C under Transfer Certificates of Title (TCTs) No. 21636 and No. 21637. On 8 March 1982, Petra executed a document, bearing the title Conditional Deed of Sale, selling the said properties to the spouses Ray and Gloria Songcuan (spouses Songcuan), who were among the lessees thereof.

The lots subject of the sale were cleared of lessees, except for the spouses Songcuan, who remained on the property. When the offer to pay the agreed price was refused, the spouses Songcuan filed before the Regional Trial Court (RTC) of Bauang, La Union, an action for specific performance against Petra and a certain Manuel L. Mangaser,[3] docketed as Civil Case No. 459-BG. During the pendency of the case, a notice of lis pendens was annotated at the back of TCTs No. 21636 and No. 21637 upon the instance of the spouses Songcuan.

On 4 November 1991, the RTC ruled in favor of the spouses Songcuan, to wit:

WHEREFORE, judgment is hereby rendered in favor of the plaintiffs Songcuans against the defendants [Petra] Fideldia and Mangaser as follows:

(1) Defendant [Petra] Fideldia --

a) She is ordered to execute a document in due form conveying to the plaintiffs spouses Ray Songcuan and Gloria Songcuan full ownership of the property subject matter of the conditional contract of Sale (Exh. A and Exh. 4) as well as to deliver to the Songcuans the titles of Lot 4-B and Lot 4-C, and the said plaintiffs [spouses Songcuan] are likewise ordered to deliver the balance of the purchase price of P330,000.00 minus the costs of documentary stamps;

b) Defendant [Petra] Fideldia is ordered to pay the Songcuans the following amounts: P11,400.00 as moral damages and hospital expenses; P5,000.00 as exemplary damage; P8,640.00 refund of rentals, P20,000.00 for repairs, etc. of the Fideldia building, and P5,000.00 attorney's fees and expenses of litigation mentioned herein;

c) x x x x

d) The counterclaim of defendant [Petra] Fideldia against the plaintiffs [spouses Songcuan] is also dismissed.

x x x x

(4) Defendant [Petra] Fideldia is ordered to pay the costs.[4]

Petra appealed the afore-quoted RTC Decision to the Court of Appeals. Her appeal was docketed as CA-G.R. CV No. 38855.

Sometime in 1994,[5] during the pendency of her appeal before the appellate court, Petra donated both properties to her daughters: Lot 4-B to Leticia and Lot 4-C to Vilma Fideldia (Vilma).

On 21 March 1996, the Court of Appeals affirmed[6] the RTC Decision with modification. Its fallo reads:

WHEREFORE, the appealed judgment is AFFIRMED with MODIFICATIONS that paragraph (1), subparagraph a) of the dispositive portion of said judgment is amended to the effect that parties should comply with Exhibits A-B and 4-A as quoted in the text of herein decision; and the award of moral damages is reduced to P8,000.00; the payment for hospital expenses is deleted; the amount of P2,800.00 is ordered returned to herein plaintiffs-appellees [spouses Songcuan]. The rest of the dispositive portion of said appealed decision remains undisturbed.

Still unsatisfied, Petra filed a Petition for Review with this Court, docketed as G.R. No. 124336. In a Resolution dated 5 August 1996, the Court denied the Petition since the issues raised were essentially factual and there was no sufficient showing that the findings of the Court of Appeals were not supported by the requisite quantum of evidence. The Court found no reversible error in the appellate court's Decision. The Motion for Reconsideration was denied with finality on 21 October 1996.

The Court's Resolution dated 5 August 1996 became final and executory on 4 December 1996. Consequently, the Decision dated 29 March 1996 of the Court of Appeals in CA-G.R. CV No. 38855 modifying the Decision dated 4 November 1991 in Civil Case No. 459-BG became final.

Thereafter, respondents spouses Raul and Eleonor Mulato (spouses Mulato), who were also originally lessees of the subject properties, negotiated with the spouses Songcuan for the lease of Lots 4-B and 4-C for P10,000.00 per month. Starting December 1996, the spouses Mulato began paying rentals to the spouses Songcuan, instead of to Petra.

Sometime in 1997,[7] Vilma donated Lot 4-C to her sister Leticia. Leticia had the donation registered, making her the registered owner of both Lot 4-B and Lot 4-C under TCTs No. T-39541 and No. T-47083, respectively.

CA-G.R. SP No. 59257: Petition for
Certiorari against the order deferring the
execution of the judgment in Civil Case
No. 459-BG

In the meantime, the spouses Songcuan filed with the RTC a motion for execution to enforce the Decision dated 29 March 1996 of the Court of Appeals in CA-G.R. CV No. 38855. The RTC granted the motion on 3 November 1997 and issued a Writ of Execution. However, the writ was twice returned unsatisfied. Thereafter, the RTC

issued an Alias Writ of Execution on 13 April 1998. The Alias Writ of Execution was also returned unsatisfied.

On 27 July 1998, Petra filed with the RTC a Motion to Suspend the Execution of the 29 March 1996 Decision of the Court of Appeals in CA-G.R. CV No. 38855. The RTC issued an Order^[8] denying said Motion and issued a Second Alias Writ of Execution on 12 August 1999. However, the Second Alias Writ of Execution, like the previous writs, was returned unsatisfied.

Petra filed a Motion for Reconsideration of the said RTC Order. In an Order dated 3 December 1999, the RTC granted Petra's Motion for Reconsideration, reversed its earlier Order, and suspended the execution of the 29 March 1996 Decision of the Court of Appeals in CA-G.R. CV No. 38855. It was now the turn of the spouses Songcuan to move for the reconsideration by the RTC of its Order dated 3 December 1999, but it was denied by the RTC in another Order dated 22 May 2000.

The spouses Songcuan, meanwhile, consigned to the RTC on 19 May 2000 the amount of P330,000.00 representing the balance of the purchase price for the two lots.

The spouses Songcuan then filed a Petition for Certiorari with the Court of Appeals seeking to annul the Order of 22 May 2000 of the RTC deferring the execution of the judgment of the Court of Appeals in CA-G.R. CV No. 38855, for having been issued with grave abuse of discretion amounting to lack or excess of jurisdiction. Their Petition was docketed as CA-G.R. SP No. 59257. The Court of Appeals, in its Decision dated 30 March 2001, granted^[9] the Petition of the spouses Songcuan and annulled the RTC Order of 3 December 1999; and in its Resolution dated 11 December 2001, denied Petra's Motion for Reconsideration.

Petra, now joined by her daughter Leticia, filed a Petition for Review with this Court, docketed as G.R. No. 151352. On 29 July 2005, this Court rendered its Decision^[10] affirming the 30 March 2001 Decision of the Court of Appeals in CA-G.R. SP No. 59257.

Civil Case No. 922: The unlawful detainer case, subject of the present petition

On 2 June 1999 (when Petra's Motion to Suspend the Execution of the 29 March 1996 Decision of the Court of Appeals in CA-G.R. CV No. 38855 was still pending resolution, but before the spouses Songcuan could pay the balance of the purchase price in the amount of P330,000.00), the spouses Mulato received a letter of demand from Leticia increasing the monthly rentals for the subject properties to P25,000.00, to be paid to Leticia; otherwise, the spouses Mulato must vacate the premises. When the spouses Mulato ignored her letter of demand, Leticia filed with the Municipal Trial Court (MTC) of Bauang, La Union, a complaint for unlawful detainer against them, which was docketed as Civil Case No. 922.

On 6 April 2000, the MTC rendered its Decision in favor of Leticia, to wit:

WHEREFORE, in view of the foregoing, judgment is hereby rendered in favor of the plaintiff [Leticia] and against the defendant[s] [spouses Mulato] who is [sic] hereby ordered, to wit:

- To vacate the subject premises and surrender possession of the same;
- To pay the plaintiff [Leticia] the accumulated rental of P100,000.00 and monthly rental of P25,000.00 beginning September 1999 and every succeeding months thereafter until they vacate and surrender the premises to the plaintiff [Leticia] plus legal interest;
- To pay the plaintiff [Leticia] attorney's fees in the amount of P25,000.00; and
- Costs of litigation.^[11]

According to the MTC, the Decision dated 29 March 1996 of the Court of Appeals in CA-G.R. CV No. 38855, although already final and executory, did not automatically transfer ownership of the properties to the spouses Songcuan. There were still the following acts that needed to be done:

- The execution by Petra of the document in due form conveying to the spouses Songcuan full ownership of the property subject matter of the Conditional Contract of Sale;
- The delivery by Petra of the TCTs of Lots 4-B and 4-C to the spouses Songcuan; and
- The payment by the spouses Songcuan of the balance of the purchase price for the properties, in the amount of P330,000.00, minus the cost of documentary stamps.

According to the MTC, the document conveying ownership of the properties need not yet be executed because the Songcuan spouses had not complied with the order to pay to Petra the balance of the purchase price for the said properties in the sum of P330,000.00. Thus, ownership of the properties still remained with Petra and her successor-in-interest Leticia. It was only appropriate that the titles to the properties continue to be registered in the name of Leticia, under TCTs No. T-39541 and No. T-47083. Being the registered owner, Leticia was entitled to the payment of the rent on the properties leased to the spouses Mulato in accordance with Articles 441[12] and 442[13] of the Civil Code. On the other hand, as the lessees of the leased premises, the spouses Mulato were bound to pay the rent therefor to the owner in accordance with Articles 1657[14] and 1240[15] of the Civil Code, and not to other persons not authorized by the rightful owner. Considering the failure of the spouses Mulato to comply with their obligation as lessees, Leticia, as the rightful owner of the properties, had the right, under Article 1673[16] of the Civil Code, to judicially eject them on the ground of nonpayment of the price stipulated.

The spouses Mulato filed an appeal with the RTC where it was docketed as Civil Case No. 1274-BG. On 22 September 2000, the RTC promulgated its Decision reversing the judgment of the MTC in Civil Case No. 922 and ruling thus:

IN VIEW THEREOF, the Court hereby renders judgment declaring the decision rendered by the court a quo dated April 6, 2000, as without legal basis and is hereby set aside and annulled and declaring herein Sps. Songcuan as the lessor[s] of herein appellants [spouses Mulato].

Insofar as the resolution of the Motion for Execution pending appeal, the same has become moot and academic considering that the basis of said motion which is the decision of the Court a quo has been reversed.

Without pronouncement as to cost.[17]

The RTC reasoned that the contract entered into by Petra and the spouses Songcuan, although denominated as a Conditional Contract of Sale, was absolute in nature, there being neither a stipulation reserving title to the vendor, Petra, until full payment of the purchase price; nor a grant to her of the right to unilaterally rescind the contract in case of nonpayment of the same. In an absolute sale, ownership of the thing sold passes on to the vendee upon constructive or actual delivery thereof. Hence, the ownership of Lot 4-B and Lot 4-C passed on to the spouses Songcuan, considering that the properties were delivered to them both constructively and actually. There was constructive delivery of the properties when the contract selling the same was executed on 8 March 1982, in favor of the spouses Songcuan, bearing no condition or reservation. There was actual delivery when the spouses Songcuan took unconditional possession of the properties and leased the same to the spouses Mulato, who had been paying rent therefor to them. Given the foregoing, the RTC concluded that the sale of the properties by Petra to the spouses Songcuan was already perfected, resulting in the transfer of ownership thereof to the latter. The spouses Mulato now occupied the properties as the lessees of the rightful owners of the same, namely, the spouses Songcuan. Hence, there was no merit in Leticia's action for ejectment against the spouses Mulato.

Leticia filed a Petition for Review with the Court of Appeals, where it was docketed as CA-G.R. SP No. 62263. On 23 March 2001, the Court of Appeals promulgated its assailed Decision ruling in favor of the spouses Mulato and decreeing that:

IN VIEW OF ALL THE FOREGOING, the instant petition for review is ordered DISMISSED and the assailed Decision of the Regional Trial Court in Civil Case No. 1274-BG is AFFIRMED. Costs against the petitioner [Leticia].[18]

The Court of Appeals agreed with the RTC that while the written agreement between Petra and the spouses Songcuan was entitled "Conditional Contract of Sale," it was in reality a perfected contract of sale. Neither is payment of the purchase price essential to the transfer of ownership of the property, as long as the same is delivered. The delivery operates to divest the vendor of title to the property, which may not be regained or recovered until and unless the contract is rescinded.[19] Since there was already a delivery of the properties to the vendees, spouses Songcuan, and there being no rescission of the contract of sale by the vendor, Petra, resultantly, the ownership of the properties had likewise been transferred to the former.

The Court of Appeals denied Leticia's Motion for Reconsideration in its assailed Resolution dated 25 July 2001.[20]

Leticia seeks recourse from this Court via the Petition at bar.

II

ISSUES AND RULING

In her Petition, Leticia submits the following issues for consideration of this Court:

- Whether or not the Court of Appeals erred in resolving the issue of ownership in an unlawful detainer case.
- Whether or not the Court of Appeals erred in finding that the respondents spouses Mulato are the lessees of Ray and Gloria Songcuan in the absence of any evidence to support the same.[21]

Leticia contends that it was not necessary for the Court of Appeals to determine the issue of ownership of the properties, since she had already established the following facts:

- Respondents Spouses Mulato are the lessees of petitioner Leticia and her mother, Petra;
- Respondents Spouses Mulato failed to pay the monthly rentals as stipulated in the contract of lease; and
- Respondents Spouses Mulato are not claiming ownership over the leased premises.[22]

The Court of Appeals validly focused on the matter of ownership of the lots in question in arriving at its Decision, since the 1997 Revised Rules of Court allows the trial court to rule on the issue of ownership in an ejectment case to resolve the issue of possession.[23] Nevertheless, this Court finds other areas worth delving into if only to put things in a more proper perspective. Leticia's complaint in Civil Case No. 922 should have been denied by the MTC for failure of the plaintiff to prove her cause of action.

It bears to stress that the complaint filed by Leticia against the spouses Mulato in Civil Case No. 922 was for unlawful detainer. It was instituted after the finality of the 21 March 1996 Decision of the Court of Appeals in CA-G.R. CV No. 38855, but before the spouses Songcuan complied with the appellate court's order by consigning the balance of the purchase price for the said properties with the RTC.

An action for unlawful detainer is grounded on Section 1, Rule 70 of the Rules of Court which provides that:

[A] lessor, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or termination of the right to hold possession, by virtue of any contract, express or implied, or the legal representatives or assigns of any such lessor, vendor, vendee, or other person, may, at any time within one (1) year after such x x x withholding of possession, bring an action in the proper Municipal Trial Court against the person or persons unlawfully withholding or depriving of possession, or any person or persons claiming under them, for the restitution of such possession, together with damages and costs.

Unlawful detainer is one of the two kinds[24] of ejectment proceedings, which are summary proceedings for the recovery of physical possession, where the dispossession has not lasted for more than one year. In unlawful detainer cases, possession of the defendant was originally legal but became illegal due to the expiration or termination of the right to possess.[25]

For the purpose of bringing an unlawful detainer suit, two requisites must concur: (1) there must be failure to pay rent or comply with the conditions of the lease, and (2) there must be demand both to pay or to comply and vacate. The first requisite refers to the existence of the cause of action for unlawful detainer, while the second refers to the jurisdictional requirement of demand in order that said cause of action may be pursued.[26] Implied in the first requisite, which is needed to establish the cause of action of the plaintiff in an unlawful detainer suit, is the presentation of the contract of lease entered into by the plaintiff and the defendant, the same being needed to establish the lease conditions alleged to have been violated. Thus, in *Bachrach Corporation v. Court of Appeals*,[27] the Court held that the evidence needed to establish the cause of action in an unlawful detainer case is (1) a lease contract and (2) the violation of that lease by the defendant.

An exhaustive review of the records of the instant Petition leads this Court to conclude that Leticia was not able to establish that she had a cause of action for unlawful detainer against the spouses Mulato.

Leticia did not prove to the satisfaction of this Court that a contract of lease existed between her and the spouses Mulato, much less, that the spouses Mulato violated the terms of such contract.

Firstly, Leticia never offered in evidence a lease contract with the spouses Mulato pertaining to the properties. Instead, she merely attached a lease contract to some of her pleadings. Generally, documents merely attached to pleadings are not admissible in evidence. Section 34, Rule 132 of the Rules of Court, provides that "[t]he court shall consider no evidence which has not been formally offered." A formal offer is necessary, since judges are required to base their findings of fact and their judgment solely and strictly upon the evidence offered by the parties at the trial. To allow parties to attach any document to their pleadings and then expect the court to consider it as evidence, even without formal offer and admission, may draw unwarranted consequences. Opposing parties will be deprived of their chance to examine the document and to object to its admissibility. On the other hand, the appellate court will have difficulty reviewing documents not previously scrutinized by the court below.[28]

Secondly, the lease contract attached by Leticia to her pleadings does not even pertain to the properties subject of the case at bar. The lease contract she attached to her pleadings pertains to Lot 4-A, covered by TCT No. T-39503; while the properties involved herein are Lot 4-B and Lot 4-C covered by TCTs No. T-39541 and No. T-47083.

And thirdly, Leticia relies on alleged admissions made by the spouses Mulato that they were lessees of Leticia and her mother, Petra. The Court meticulously examined the records of the case, yet still failed to find any such admission. What the spouses Mulato admitted was that they were the lessees of Petra, and not of Leticia herself; and that they paid rentals to Leticia only because she collected the same on behalf of her mother.[29]

Without a contract of lease with Leticia, then the spouses Mulato could not have committed a violation of the same.

Leticia likewise failed to convince this Court of her right to possession of the subject property. Unlike suits for forcible entry, prior physical possession is not required in unlawful detainer cases.[30] However, it is still incumbent for the plaintiff to prove his or her right to possess the subject property, since the very issue in unlawful detainer cases is who between the plaintiff and the defendant has a better right to possess the property in question.[31]

Leticia's right to possession of the properties supposedly arose from the donations of the said properties to her by her mother, Petra, and sister, Vilma. However, the donations she invokes are highly dubious and questionable considering the dates when they were executed. Lot 4-B and Lot 4-C were donated by Petra to Leticia and Vilma, respectively, in 1994, three years after the RTC had already ruled against Petra in Civil Case No. 459-BG in 1991, which, during the pendency of Petra's appeal, was docketed as CA-G.R. CV No. 38855, with the Court of Appeals. Vilma would subsequently donate Lot 4-C to Leticia in 1997, after this Court had already issued its Resolution dated 5 August 1996 in G.R. No. 124336 summarily dismissing Petra's Petition challenging the 29 March 1996 Decision of the Court of Appeals in CA-G.R. CV No. 38855. The donations of the properties to Leticia were thus made even after findings by the courts that the said properties should already be delivered to the spouses Songcuan. Although the rulings of the court were not yet final or executory during the dates of donations of the properties to Leticia, the more prudent course of action, especially for the party against whom the judgment was rendered, would have been to suspend all transactions regarding the properties; at least, until the issues regarding their supposed sale to the spouses Songcuan were settled.

The Court also considers the notices of lis pendens annotated on TCTs No. 21636 and No. 21637 covering Lot 4-B and Lot 4-C, respectively, when Civil Case No. 459-BG for specific performance was commenced by the spouses Songcuan against Petra before the RTC. These notices subsisted when the properties were donated to Leticia in 1994 and 1997, and the Deeds of Donations were registered with the Registry of Deeds. The notices were also carried over to the new certificates, i.e., TCTs No. T-39541 and No. T-47083, covering the same properties issued to Leticia.

By virtue of the notices of lis pendens on the certificates of title, Leticia, as donee, was aware that the properties donated were still subject of litigation, and that she was bound by the outcome of the litigation subject of the lis pendens. As a transferee pendente lite, Leticia should have respected any judgment or decree which may be rendered for or against the transferor, Petra. Her interest was subject to the incidents or results of the pending suit, and her certificates of title will, in that respect, afforded her no special protection.[32] Thus, the donations of the properties in favor of Leticia and the certificates of title issued in her name, during the pendency of Petra's appeal of the judgment against her in Civil Case No. 459-BG, could not serve to evade the ensuing final decision in the pending litigation. Leticia, herself, was aware that far from being absolute, her title to the properties by virtue of the donation was tenuous and conditional on the reversal of the judgment in Civil Case No. 459-BG adverse to Petra, her mother and predecessor-in-interest (a condition which, as subsequent events would show, did not occur).

The Court gives scant consideration to Leticia's argument that spouses Mulato were unable to present evidence that they were, instead, the lessees of spouses Songcuan.

The spouses Mulato's submission of their alleged lease contract with the spouses Songcuan is as defective as Leticia's submission of her alleged lease contract with the spouses Mulato: both lease contracts were merely attached to their pleadings and not formally offered as evidence. However, for the MTC to grant Leticia's complaint for unlawful detainer, what was imperative was for her to prove that the spouses Mulato are her lessees and not merely to disprove the spouses Mulato's claim that they are someone else's lessees. He who alleges the affirmative of the issue has the burden of proof; and upon the plaintiff in a civil case, the burden of proof never

parts.[33]

WHEREFORE, the instant Petition is DENIED. The Decision dated 23 March 2001 of the Court of Appeals in CA-G.R. No. 62263 and its Resolution dated 25 July 2001 are AFFIRMED. The complaint for unlawful detainer of petitioner Leticia T. Fideldia against the respondent spouses Raul and Eleonor Mulato is hereby DENIED for failure to prove cause of action. Costs against petitioner.

SO ORDERED.

Ynares-Santiago, (Chairperson), Nachura, Reyes, and Leonardo-de Castro, JJ., concur.

[*]Justice Teresita J. Leonardo-De Castro was designated to sit as additional member replacing Justice Ma. Alicia Austria-Martinez per Raffle dated 20 August 2008.

[1] Penned by Associate Justice Conrado M. Vasquez, Jr., with Associate Justices Martin S. Villarama, Jr., and Eliezer R. de los Santos, concurring. Rollo, pp. 44-52.

[2] Rollo, p. 53.

[3] The exact participation of Manuel L. Managaser was not specified in the pleadings in the case at bar.

[4] Records, pp. 192-193.

[5] Rollo, p. 169.

[6] Penned by then Court of Appeals Associate Justice Ma. Alicia Austria Martinez (who is now a Member of this Court), with Associate Justices Pedro A. Ramirez and Bernardo LL. Salas concurring. Rollo, pp. 93-111.

[7] Rollo, p. 169.

[8] The date of this Order is not available in the records of the case at bar.

[9] Penned by Associate Justice Edgardo P. Cruz, with Associate Justices Ramon Mabutas, Jr. and Roberto A. Barrios, concurring.

[10] Penned by Associate Justice Antonio T. Carpio, with Chief Justice Hilario Davide and Associate Justices Leonardo A. Quisumbing, Consuelo Ynares-Santiago and Adolfo S. Azcuna, concurring.

[11] Rollo, p. 86.

[12] Art. 441. To the owner belongs:

- (1) The natural fruits;
- (2) The industrial fruits;
- (3) The civil fruits.

[13] Art. 442. Natural fruits are the spontaneous products of the soil, and the young and other products of animals. Industrial fruits are those produced by lands of any kind through cultivation or labor.

Civil fruits are the rents of buildings, the price of leases of lands and other property and the amount of perpetual or life annuities or other similar income.

[14] Art. 1657. The lessee is obliged:

(1) To pay the price of the lease according to the terms stipulated;

(2) To use the thing leased as a diligent father of a family, devoting it to the use stipulated; and in the absence of stipulation, to that which may be inferred from the nature of the thing leased, according to the custom of the place;

(3) To pay the expenses for the deed of lease.

[15] Art. 1240. Payment shall be made to the person in whose favor the obligation has been constituted, or his successor in interest, or any person authorized to receive it.

[16] Art. 1673. The lessor may judicially eject the lessee for any of the following causes:

(1) When the period agreed upon, or that which is fixed for the duration of lease under Articles 1682 and 1687, has expired;

(2) Lack of payment of the price stipulated;

(3) Violation of any of the conditions agreed upon in the contract;

(4) When the lessee devotes the thing leased to any use or service not stipulated which causes the deterioration thereof; or if he does not observe the requirement in No. 2 of Article 1657, as regards the use thereof.

The ejectment of tenants of agricultural lands is governed by special laws.

[17] Rollo, p. 92.

[18] Id. at 52.

[19] Philippine National Bank v. Court of Appeals, 338 Phil. 795, 822 (1997).

[20] Rollo, p. 53.

[21] Id. at 175.

[22] Petitioner's Memorandum, rollo, p. 177.

[23] Relevant provisions of Rule 70 reads:

Section 16. Resolving defense of ownership. - When the defendant raises the defense of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved only to determine the issue of possession.

SEC. 18. Judgment conclusive only on possession; not conclusive in actions involving title or ownership.--The judgment rendered in an action for forcible entry or detainer shall be conclusive with respect to the possession only and shall in no wise bind the title or affect the ownership of the land or building. Such judgment shall not bar an action between the same parties respecting title to the land or building.

The judgment or final order shall be appealable to the appropriate Regional Trial Court which shall decide the same on the basis of the entire record of the proceedings had in the court of origin and such memoranda and/or briefs as may be submitted by the parties or required by the Regional Trial Court.

[24] The other kind of ejectment proceeding is that of forcible entry, and is governed by the same Rule 70 of the Rules of Court.

[25] Go, Jr. v. Court of Appeals, 415 Phil. 172, 184 (2001).

[26] Siapian v. Court of Appeals, 383 Phil. 753, 761 (2000); Cetus Development, Inc. v. Court of Appeals, G.R.

No. 77647, 7 August 1989, 176 SCRA 72, 80.

[27] 357 Phil. 483 (1998).

[28] *Candido v. Court of Appeals*, 323 Phil. 95, 99 (1996); *Republic v. Sandiganbayan*, 325 Phil. 762, 787 (1996); *Vda. de Alvarez v. Court of Appeals*, G.R. No. 110970, 16 March 1994, 231 SCRA 309, 317-318; *Veran v. Court of Appeals*, G.R. No. L-41154, 29 January 1988, 157 SCRA 438, 443; *People v. Cariño*, G.R. No. L-73876, 26 September 1988, 165 SCRA 664, 671; *People v. Peralta*, G.R. No. 94570, 28 September 1994, 237 SCRA 218, 226.

[29] *Rollo*, p. 209.

[30] *Maddamu v. Judge of Municipal Court of Manila*, 74 Phil. 230 (1943).

[31] *Times Broadcasting Network v. Court of Appeals*, G.R. No. 122806, 19 June 1997, 274 SCRA 366, 377.

[32] *Toledo-Banaga v. Court of Appeals*, 361 Phil. 1006, 1018 (1999); *Yu v. Court of Appeals*, G.R. No. 109078, 26 December 1995, 251 SCRA 509, 513; *Tuazon v. Reyes*, 48 Phil. 844, 847 (1926); *Demontaño v. Court of Appeals*, G.R. No. L-30764, 31 January 1978, 81 SCRA 287; *Director of Lands v. Martin*, 84 Phil. 140, 143 (1949).

[33] *Jison v. Court of Appeals*, 350 Phil. 138, 173 (1998).

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