

**GONZALO G. DE GUZMAN, PLAINTIFF AND APPELLANT, VS.
ALFREDO TRINIDAD AND FELIX BUENAVENTURA, DEFENDANTS AND
APPELLEES.**

G.R. No. 15186. August 31, 1960

Ponente: LABRADOR, J.

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LABRADOR, J.:

Appeal from an order of the Court of First Instance of Manila, Hjon. Magno S. Gatmaitan, presiding, dismissing the complaint filed by plaintiff Gonzalo G. de Guzman against defendants Alfredo Trinidad and Felix Buenaventura.

The record discloses the following proceedings in the different courts, essential to the determination of the present appeal:

- In the complaint filed in the Justice of the Peace Court of Gapan, Nueva Ecija, dated September 10, 1954, plaintiff-appellant herein sought to secure judgment against defendants-appellees herein for unpaid rentals on a parcel of riceland with an area of 62,547 square meters, damages and irrigation fees. The basis of the action was a contract entered into between plaintiff-appellant and the defendants-appellees on January 10, 1953, wherein plaintiff as lessor, leased to defendants, as lessees, the above-mentioned parcel of riceland during the agricultural years 1953-54 and 1954-55, at the rate of 90 cavanos of first class wagwag or elon-elon rice.

On October 23, 1954, the Justice of the Peace Court of Gapan, Nueva Ecija, after trial, rendered judgment sentencing the defendants to pay unpaid rentals valued at P1,035.00, irrigation charges in the amount of P75.00 and attorney's fees in the amount of P200.00. The case was appealed to the Court of First Instance of Nueva Ecija by defendant Alfredo Trinidad. The other defendant Felix Buenaventura did not appeal because he paid his share of the rentals and expressed conformity with the decision.

In the Court of First Instance of Nueva Ecija, to which the case was appealed, a motion to dismiss was presented by appellee therein, alleging that the Justice of the Peace Court had no jurisdiction to try the case as it was a tenancy case. The court dismissed the case on this motion in an order dated December 13, 1954, without prejudice to filing the same with the proper court. On November 6, 1954 the Justice of the Peace Court of Gapan issued a writ of execution of its judgment and by virtue thereof the sheriff delivered back the land to plaintiff-appellant.

II. On December 23, 1954, appellant herein De Guzman filed another action in the Court of Industrial Relations, but said court in an order dated May 12, 1955, dismissed the case because it had no jurisdiction to try the same in view of the fact that there was no tenancy relationship between the parties therein.

III. On December 5, 1955, plaintiff-appellant herein filed another action in the Justice of the Peace Court of Gapan, Nueva Ecija, Civil Case No. 115 of said court entitled "Gonzalo G. de Guzman, plaintiff, vs. Alfredo Trinidad, et al." In his complaint plaintiff alleges that as Alfredo Trinidad has already relinquished or ceded one-half of the land leased by him to the other lessee Felix Buenaventura and as the latter assumed full

responsibility for the lease, the plaintiff wants to determine which of the said defendants should respond for the one-half portion of the monetary obligation contained in the decision of the court dated October 23, 1954, in Civil Case No. 107. He also prayed that the portion of palay deposited with the Gapan ACCFA be turned over to him either by Trinidad or by Buenaventura. A motion to dismiss the action was presented by counsel for the defendants therein, alleging that since the action was for a sum of money due under a contract of lease, the Justice of the Peace Court of Gapan had no right to try the case because of lack of venue, as the contract was not executed in Gapan but in Manila. The court sustained the motion inspite of the opposition thereto of plaintiff therein.

IV. After the dismissal of the case in the Justice of the Peace Court of Gapan, and more particularly on April 11, 1956, plaintiff-appellant herein filed a complaint in the Justice of the Peace Court of Manila, alleging the above stated contract and asking that the defendants be ordered to pay 57½ cavanes of palay, P37.50 as irrigation fees, F250.00 as attorney's fees and P400.00 as actual damages. This complaint is dated March 17, 1956. On June 4, 1956, defendants presented a motion to dismiss, on the ground that the present action is the same as Civil Case No. 107 of the Justice of the Peace Court of Gapan, Nueva Ecija; that it is between the same parties. The court granted the motion as to Felix Buenaventura, on the ground that he had paid his share, but denied the motion with respect to Alfredo Trinidad. Parties went to trial and thereafter the judge of the municipal court ordered that Felix Buenaventura be included as party defendant and served with summons. Felix Buenaventura appeared and after trial the said judge of the municipal court sentenced both defendants, Alfredo Trinidad and Felix Buenaventura, to pay P200.00 and attorney's fees of P25.00 for Felix Buenaventura and P517.50, plus P37.50 and P200.00, for Alfredo Trinidad.

Both defendants appealed to the Court of First Instance, and the case was docketed as Civil Case No. 23409 of the said court. Upon the docketing of the said case, the defendants filed a motion to dismiss on the ground that the action is barred by prior judgment. On March 1, 1958, the Court of First Instance, Hon. Magno S. Gatmaitan, presiding, sustained the motion to dismiss for the reason that it is barred by prior judgment. Appeal is made against this order of the court.

V. The proceedings above set forth clearly show that the action filed in the Municipal Court of Manila, is the same as the first action originally filed in the Justice of the Peace Court of Gapan, Nueva Ecija on September 10, 1954. The parties are the same, the cause of action is also for the enforcement of the obligations of the defendants contracted by them in the contract of lease. The Justice of the Peace Court of Gapan had already rendered judgment sentencing the defendants to pay said obligations. Felix Buenaventura had appealed from the decision of the Justice of the Peace Court to the Court of First Instance on November 6, 1954, and the latter court dismissed the same on the ground that the justice of the peace court had no jurisdiction to try the action. This pronouncement of the court that it has no jurisdiction is incorrect, because the action is to enforce a liability under a contract of lease and no contract of tenancy was ever alleged or proved at the trial. The court's order was for a dismissal of the case. This order became final because appellant herein failed to appeal from said order of dismissal. The mere fact that the court dismissed the case without prejudice does not entitle plaintiff-appellant herein to bring another action in another court of justice. Having failed to appeal from the order of dismissal rendered by Judge Pasicolan of the Court of First Instance of Nueva Ecija, plaintiff has failed to avail of the only remedy open to him.

We sympathize with appellant for having lost an opportunity to collect what is due to him by virtue of the contract of lease. The loss is not, as claimed by counsel for appellant, attributable to anyone but to his own mistake. He was right in instituting the action in the Justice of the Peace Court of Gapan, but after the case was dismissed in the Court of First Instance, he proceeded to file another action in the Court of Industrial Relations, and thereafter filed still another action in the Justice of the Peace Court all indicating that he is not aware of the fundamental

provisions of the Judiciary Act, delimiting the jurisdiction of courts of justice.

Finding no merit in the appeal, the same is hereby dismissed. The order of the Court of First Instance of Manila, dismissing this action is affirmed, with costs against appellant.

Paras, C. J., Bengzon, Padilla, Bautista Angelo, Conception, Reyes, J. B. L., Barrera, and Gutierrez David, JJ., concur.

Order affirmed.

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