

MARIA SALUD ANGELES, PLAINTIFF AND APPELLEE, VS. PEDRO GUEVARA, DEFENDANT AND APPELLANT.*G.R. No. 15697. October 31, 1960*

Ponente: GUTIERREZ DAVID, J.

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This case had its origin in the Justice of the Peace Court of Bacolor, Pampanga, where the herein plaintiff-appellee, on March 17, 1954, filed a complaint alleging that she is the registered owner of Lot No. 828 of the Cadastral Survey of Bacolor, together with the house of strong materials and other improvements standing thereon, the same having been purchased by her on February 4, 1954; and that she and her immediate predecessor-in-interest had requested the defendant who resides and who has been residing therein to vacate the premises but the said defendant unreasonably and illegally refused to leave. Plaintiff, therefore, prayed that defendant be ejected from the premises and ordered to pay her a monthly rent of P100.00 from February 4, 1954 until he vacates, plus costs of suit.

Instead of answering, the defendant moved to dismiss the complaint on the grounds that it states no cause of action and the Justice of the Peace Court lacks jurisdiction to try the case, the question of ownership being involved.

The motion to dismiss having been denied, the defendant filed his answer to the complaint. After trial, judgment was rendered against the defendant ordering him to vacate the premises and to pay the plaintiff the sum of P60.00 a month until he vacates, plus costs.

The defendant appealed to the Court of First Instance. In said court, defendant again filed a motion to dismiss pressing on his objection to the continuation of the proceedings on the same grounds as those stated in his motion to dismiss filed in the inferior court. Upon denial of said motion, the defendant filed an answer with counterclaim, practically denying all the allegations in the complaint. As affirmative defenses, he alleged that the sale of the house and lot to plaintiff was illegal and fictitious; that he has been in the possession of the same properties for about ten years; that the reason for his refusal to leave was that on November 23, 1958, he had entered into a formal agreement with Alfredo Lacdao, judicial guardian of the minors who owned the properties, for the purchase thereof, and on said day made a down payment of P430.00 on condition that he would pay in full the agreed price of P5,000.00 within one year; that it was likewise agreed that in the event that the guardian failed to secure court authority to sell the properties, then the amount of P430.00 would be applied as monthly rental of the premises at the rate of P30.00; that plaintiff was aware of this agreement; and that defendant having an option to buy the properties did not recognize the plaintiff's and her predecessor's alleged ownership thereof. The answer also stated that the defendant would institute a separate civil action against the plaintiff, her predecessor-in-interest and some other parties who have participated, connived and conspired together to frustrate the sale of the lot and house to him. By way of counterclaim, the defendant asked that plaintiffs be condemned to pay the amount of P7,000.00, the cost of improvements introduced on the land, and damages in the sum of P1,000.00.

In the course of the trial in the Court of First Instance, the following facts were established: Lot No. 828 of the Bacolor Cadastre and the house standing thereon were originally owned by Felicisima Arceo, the late wife of Alfredo Lacdao. During their marriage, these spouses begot three children. Upon the death of Felicisima Arceo her estate, including the properties in question, was settled in the Court of First Instance, and in a guardianship proceedings commenced in June, 1953, Alfredo Lacdao was appointed guardian of the persons and estate of their minor children. On October 9, 1953, the said Lacdao filed a petition asking for authority to sell the disputed properties at a price of not less than P5,000.00. The petition having been granted, Lacdao sold the properties to Cosine Sawal on January 8, 1954, for the sum of P5,000.00. In February of the same year, Cosme Sawal in turn sold the properties to Maria Salud Angeles, the herein plaintiff-appellee, for the same amount of P5,000.00. On the same day the corresponding certificate of title covering the said lot was issued in her name. After the sale of the properties to Sawal, his counsel sent a letter to defendant asking him to vacate the premises within a month, and after the sale of said properties to the plaintiff-appellee, the latter's counsel also wrote the said defendant asking him to leave the premises on or before the end of February, 1954 and charging him a rental of P100.00 a month. The defendant, however, ignored both letters.

On the basis of the facts thus adduced, the Court of First Instance rendered judgment declaring the plaintiff the exclusive owner of the parcel of land and house referred to in the complaint and entitled to immediate possession thereof; ordering the defendant to vacate the properties in question and to pay the plaintiff the monthly rental of P60.00 from February 4, 1954, until he shall have vacated the same, with costs against the defendant; and dismissing the latter's counterclaim. Not satisfied, the defendant appealed to the Court of Appeals but that court certified the case to us on the ground that it involves a question of jurisdiction.

We agree with the defendant-appellant that the Justice of the Peace Court had no jurisdiction over the action, for it clearly appears in the pleadings filed in both that court and the Court of First Instance that the main issue raised therein relates to the plaintiff-appellee's ownership of the properties in dispute and that the question as to who is entitled to the possession thereof depends upon the result of the inquiry into the latter's title. The Court of First Instance, therefore, in the exercise of its appellate jurisdiction, could not pass upon the merits of the case. We believe, however, that the said court could do so, as it apparently did, in the exercise of its original jurisdiction. The rule is that "a case tried by an inferior court without jurisdiction over the subject matter shall be dismissed on appeal by the Court of First Instance. But instead of dismissing the case the Court of First Instance in the exercise of its original jurisdiction may try the case on the merits if the parties therein filed their pleadings and go to trial without any objection to such jurisdiction." (Section 11, Rule 40 of the Rules of Court; italics supplied.) The party relying on this objection must urge or press on his defense; otherwise, if he filed his pleadings and presented evidence, he shall be considered to have waived his objection to the exercise of the Court of First Instance of its original jurisdiction. (See *Bachrach Motor Co. vs. Lejano*, 105 Phil., 6; 56 Off. Gaz. [17], 3276; and *Aureo vs. Aureo*, 105 Phil., 77; 56 Off. Gaz. 6465.) In the case at bar, no objection was ever made to that court exercising its original jurisdiction. It is true that the defendant-appellant, upon perfecting his appeal from the inferior court, immediately moved for dismissal of the case, but his motion was predicated on the theory that if the Justice of the Peace Court has no jurisdiction, the Court of First Instance as an appellate court has likewise no authority to try the action on the merits. It will thus be seen that his objection was directed against the appellate jurisdiction of the Court of First Instance.

Appellant also claims that the action filed by him against the herein plaintiff-appellee in a separate case in the same court necessarily raises the prejudicial question of ownership over the property in dispute and the Court of First Instance should have suspended or held in abeyance the proceedings in the instant case until after the termination of the other case. It clearly appears that when he filed his answer before the Court of First Instance, the said appellant was still contemplating to institute the alleged action which he claims raises a prejudicial

question. There is reason to believe that such an action, if any, was intended merely to delay the present proceedings.

Sustaining as we do the jurisdiction of the Court of First Instance, we will now go into the correctness of the findings of that court on the merits of the case.

It is urged by the defendant-appellant that the amount of P60.00 fixed by the trial court as the monthly rental of the premises is devoid of factual basis and legal support. Plaintiff-appellee declared in testimony that she had been paying the sum of P100.00 for rentals of a building in La Union where she used to house her school of fashion which she planned to transfer to the lot and house in dispute. According to her, had the defendant immediately vacated the premises upon her request, she would not have been compelled to continue paying the said monthly rental of P100.00. She had, moreover, fixed at P100.00 the rent for the premises in one of the letters sent to the defendant-appellant requesting him to vacate the premises. The defendant-appellant, on the other hand, claims that he had been paying to the former owner only the amount of P30.00 as rental. On the basis of the evidence thus presented, the lower court found the amount of P60.00 as the reasonable monthly rental for the premises. Under the circumstances, we see no reason to alter the finding of the trial court as to what amount is "fair and reasonable compensation" for the use and occupation of the said properties.

Defendant-appellant's suggestion that the lower court should have fixed the term of the lease in his favor because he had been occupying the premises in question for more than ten years is an entirely new issue and cannot be raised for the first time at this stage of the proceedings.

As to the claim that the defendant-appellant should be reimbursed of the expenses he incurred for the repairs made on the building and fence and for the construction of pigeon houses on the premises, the evidence shows that the alleged repairs and improvements, which do not appear to be necessary, were made only during the trial, that is to say, after he was informed of the new owner thereof and requests were made upon him to vacate. Being thus a possessor in bad faith, he is governed by Article 549 of the new Civil Code, which provides:

"The possessor in bad faith shall reimburse the fruits received and those which the legitimate possessor could have received, and shall have a right only to the expenses mentioned in paragraph X of article 546 and in article 443. The expenses incurred in improvements for pure luxury or mere pleasure shall not be refunded to the possessor in bad faith; but he may remove the objects for which such expenses have been incurred, provided that the things suffer no injury thereby, and that the lawful possessor does not prefer to retain them by paying the value they may have at the time he enters into possession."

Lastly, we see no legal basis to hold the plaintiff-appellee liable for the amount of P430.00 which the defendant allegedly paid to Alfredo Lacdao on November 23, 1953, since the said plaintiff was not party to their transaction and had no knowledge thereof.

Wherefore, with the understanding that the rights of the parties with respect to the repairs and improvements shall be subject to the above-quoted provision of the new Civil Code, the decision appealed from is hereby affirmed. Costs against the appellant.

Paras, C.J., Bengzon, Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Barrera, and Paredes, JJ., concur.

Judgment affirmed.

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