

J. M. TUASON & CO., INC., PLAINTIFF AND APPELLEE, VS. FEDERICO CADAMPOG, DEFENDANT AND APPELLANT.*G. R. No. 18815. April 27, 1963*

Ponente: REYES, J.B.L., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-18815/>**REYES, J.B.L., J.:**

On 5 September 1959, plaintiff J. M. Tuason & Co. filed Civil Case No. Q-3288 in the Court of First Instance of Rizal against Federico Cadampog, alleging that it is the registered owner of a parcel of land in Quezon City covered by Transfer Certificate of Title No. 1267; that on or about January of 1952 defendants, without plaintiff's consent, and through force, strategy, and stealth, entered into possession of 100 square metera inside plaintiff's registered land, and asserted rights of possession derogatory of plaintiff's indefeasible title, to the damage of the latter equivalent to P30.00 a month, which is the reasonable rental value of the premises in question; and prayed that defendant be adjudged without right of possession and title in said premises, that he bo ordered to vacate the same and remove the constructions made thereon/and to pay P30.00 a month from entry until restoration of possession, together with costs,

In due, time, defendant Cadampog answered the complaint, pleading inter alia that the premises involved were donated to him on 15 May 1950 by Agustin de Torres, as evidenced by a notarial deed of donation; that Agustin de Torres had purchased the property from the heir of the original owner, Telesforo Deudor; that plaintiff's torrens title was null and void; that defendant had been, through his predecessors in interest, in adverse possession for more than 80 years; that J. M. Tuason & Co., Inc., was in estoppel to assert title; that plaintiff was a transferee of the land, in bad faith from Rufina Guerrero, widow and heir of Agustin de Torres, through a compromise had in Civil Case Nos. Q-135, Q-139, Q-174, and Q-177 of Quezon City without defendant's consent; that plaintiff had secured registration of its title through fraud, and held the land in question in trust for defendant; and prayed for the dismissal of the action, damages, and attorney's fees.

After plaintiff's reply, traversing defendant's counter-claims, said defendant filed a motion to dismiss, alleging that Rufina Guerrero, the widow of his vendor, Agustin de Torres, had, on 27 February 1959, instituted an action (Civil Case No. 4057 of the same court) seeking reconveyance from plaintiff Tuason & Co. of a lot that included the one occupied by defendant; that said action was prejudicial to that filed by Tuason & Co. against him; and prayed that the latter be dismissed, or if not, held in abeyance until Case No. 4057 is finally decided. Plaintiff opposed the motion to dismiss.

Without awaiting resolution on the motion, defendant and plaintiff entered into the following stipulation of facts:

- That plaintiff is a duly organized domestic corporation with domicile at Manila; that defendant is of age and is residing at Kalayaan St., near corner of BMA Ave., Bo. Tatalon, Quezon City;
- That plaintiff is the registered owner of a parcel of land in Quezon City by T.C.T. No. 1267 (37686-Rizal) described in plan Psc-3824, which certificate of title and plan are herewith submitted and admitted as Exhs. "A" and "B", respectively;

- That on January 2, 1952, defendant, without the consent or knowledge of plaintiff, entered into the property covered by Exhs. "A" and "B" and occupied an area of 100 square meters therein, said area being indicated and marked in Exh. "B" as Exh. "B-1";
- That for the occupation of said area of 100 square meters defendant has not paid plaintiff anything; that the fair rental value of said area is P30.00 per month; that defendant still occupied said area;
- That said area is within the property covered by the compromise agreement dated March 16, 1953 and approved in toto in a judgment dated April 10, 1953 in Civil Cases No. Q-135, Q-139, Q-174, Q-177 and Q-186;

That said area was the object of a "DEED OF DONATION dated May 31, 1950 executed in favor of defendant by Agustin de Torres, deceased husband of Rufina Guerrero, one of his signatories in the above-stated compromise agreement of March 16, 1953, said deed of Donation being attached hereto as Exh. "1" for the defendant,"

Thereafter, the parties asked that the Clerk of Court be commissioned to receive further evidence. The court did as requested, and the plaintiff presented as Exhibit "A" Transfer Certificate of Title No. 1267, derived from O.C.T. No. 735 of Rizal, issued on 8 July 1914; while defendant introduced as Exhibit "1" the deed of donation executed in his favor by the late Agustin de Torres. Thereafter, the case was submitted for decision. On the basis of the documents and the stipulation, the court below adjudged in favor of plaintiff, as prayed for in the complaint. Defendant then appealed to the Court of Appeals, which certified the case to this Court as involving only questions of law.

The first error assigned is the refusal of the court of first instance to dismiss the case, or at least suspend proceedings until Civil Case No. 4059 (Guerrero Vda. de Torres vs. J. M. Tuason & Co.) should be finally determined. Appellant argues that if Guerrero succeeded in obtaining reconveyance of the land claimed by her, it would settle the issues of the present appeal. This error is, untenable. Since Guerrero's husband had donated to appellant the lot now occupied by the latter prior to the institution of the reconveyance case, and since appellant is not a party therein, the result of that litigation will not be determinative of appellant's case. Moreover, appellant had waived his motion to dismiss based on the pendency of the reconveyance case, by presenting evidence and submitting for decision on the merits the case at bar without awaiting resolution of the motion to dismiss.

The appellant's alleged character of builder in good faith as well as his right to the benefits of the compromise agreement between the Deudors and appellee Tuason & Co., despite the fact that appellant is not a party thereto, are points that were raised and passed upon unfavorably to similar claimants in previous decisions of this Court (Tuason & Co. vs. Macalindong, L-15398, 29 Dec. 1962; Tuason & Co. vs. Aguirre, L-15398, 31 Jan. 1963); and the rulings therein apply with equal force to appellant Cadampog. It is difficult to see how the compromise stipulation that the Deudors would make their vendees recognize the Title of Tuason & Co., Inc., can be construed as a sale or conveyance in favor of Tuason & Co. by the Deudors, nor how appellant Cadampog can be entitled to enforce a compromise to which he was not a party. Aside from the fact that he paid nothing for the lot he occupies, being a mere donee, his action, if any, is against his immediate transferor or the privies of the latter.

We find no reversible error in the judgment appealed from, and, therefore, the same is affirmed. Costs against appellant Cadampog.

Bengzon, C. J., Bautista Angelo, Labrador, Concepcion Barrera, Paredes, Dizon, Regala and Makalintal, JJ. concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.