SANTIAGO QUIMSON, PLAINTIFF AND APPELLEE, VS. PABLO SUAREZ, DEFENDANT AND APPELLANT.

G.R. No. 21381. April 05, 1924

Ponente: OSTRAND, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-21381/

OSTRAND, J.:

This is an action of forcible entry and detainer, the plaintiff alleging that he is entitled to the possession of the land in question under a lease from its owner and that the defendant is wrongfully withholding it from him. The defendant maintains that he is lawfully in possession under another lease of an earlier date from the same owner.

It appears from the evidence that on February 28, 1917, the deceased Pablo Tecson leased a large fishpond situated in the municipality of Orani, Province of Bataan, to one David Luna for the term of ten years at an annual rent of P900. Two months later Luna, with the consent of Tecson, assigned the lease to Pablo Suarez, the defendant herein. Shortly afterwards Tecson applied for the registration of the land under Act No. 496, but died before the final disposal of the case and the final decree and corresponding certificate of title were issued in the names of Esperanza Tongco de Trias, as administratrix of Tecson's estate, and Maximiana Tongco, his widow, in equal shares. Neither in the final decree nor in the certificate of title was any mention made of the lease in favor of Suarez.

Esperanza Tongco de Trias appears to have been succeeded as administratrix by Maximiana Tongco and the latter as such administratrix, and as guardian of the heirs of Tecson, and also in her own behalf, granted a lease of the land to the plaintiff Quimson. The lease is dated May 23, 1920, and is for the term of six years from May 1, 1921, the rent for the entire term being fixed at P6,250, payable at the time of the execution of the lease. This lease was at once entered by memorandum upon the certificate of title for the land. At the time of the execution of the lease the plaintiff knew that the defendant Suarez was in possession of the land as a tenant of Maximiana Tongco, by whom he had been told that the term of Suarez' lease expired on March 1, 1921, and there is no evidence showing that he had notice of the fact that the term extended beyond that date.

On November 15, 1920, Suarez brought an action in the Court of First Instance against Quimson and Maximiana Tongco to have Quimson's lease set aside. As far as the record shows the action may still be pending.

On May 1, 1921, Quimson made a formal demand upon Suarez for the surrender of the possession and the demand not being complied with, the present action was brought in the court of the justice of the peace of Orani, the complaint being filed May 6, 1921. The defendant objected formally to the jurisdiction of the court on the ground that the action was in reality not one of forcible entry and unlawful detainer, and therefore not within the jurisdiction of the justice of the peace. The court overruled the objection, took cognizance of the case, and rendered judgment in favor of the plaintiff ordering the defendant to vacate the land and to pay damages in the sum of P280.

The defendant appealed to the Court of First Instance where he appeared specially and presented a motion for the dismissal of the complaint on the same grounds as those urged in support of his objection to the jurisdiction of the

justice of the peace. The motion was denied.

The case was placed on the calendar for June 22, 1922, but was continued on motion of the defendant. It was again set for trial on August 11, 1922, and plaintiff appeared accompanied by his counsel; the defendant also appeared and presented another motion for a continuance on the ground that his counsel had a case for trial in another court and was unable to appear in the present case on that date. The court denied the motion and proceeded with the trial, at which trial the defendant testified in his own behalf. The court thereupon rendered judgment in favor of the plaintiff for the possession of the land and the sum of P590 in damages, with costs, and the case is now before us upon appeal by the defendant from that judgment.

The appellant presents three assignments of error, viz.:

"(a) The trial court erred in overstepping its discretionary powers by denying the petition for postponement of the trial filed by the defendant on August 9, 1922.

"(b) The trial court erred in overruling the motion for dismissal presented by the defendant on the ground that the Court of First Instance of Bataan had no jurisdiction to take cognizance of this case on appeal.

"(c) The trial court erred in holding that the right of possession of the defendant to the land described in paragraph 1 of the complaint was extinguished on April 30, 1921; and in adjudging that the contract of lease, Exhibit 4 of the defendant, is null and void for not having been noted on the corresponding certificate of title."

(1) There is no merit in the first assignment of error. The defendant had already been granted a continuance of the case and failed to give plaintiff's counsel due notice of the second motion for a continuance, thus causing the latter the expense and trouble of going from Manila to Balanga. Under the circumstances, the denial of the second motion certainly did not constitute abuse of discretion.

(2) Neither can the second assignment of error be sustained. The defendant argues that the action is not one of forcible entry and detainer as defined in section 80 of the Code of Civil Procedure. The pertinent part of that section reads as follows:

"Anyone deprived of the possession of any land or building by force, intimidation, threat, strategy, ot stealth, and any landlord, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or determination of the right to hold possession, by virtue of any contract, express or implied, and the legal representatives or assigns of any such landlord, vendor, vendee, or other person, shall at any time within one year after such unlawful deprivation or with-holding of possession be entitled, as against the person or persons unlawfully withholding or depriving of possession, or against any person or persons claiming under them, to restitution of the land, building, and premises possession of which is unlawfully withheld, together with damages and costs * * *."

The complaint alleges that the plaintiff has been entitled to the possession of the land since May, 1921; that the defendant's right of possession expired April 30, 1921; and that the defendant is illegally withholding the possession from the plaintiff. These allegations bring the case squarely within the section quoted and, if so, the justice of the peace had original jurisdiction. The authorities cited by the defendant in support of his contention are so clearly inapplicable to this case that a discussion of them seems unnecessary.

(3) The third assignment of error relates to the principal question in the case, i. e., the determination of the legal effect of the two leases and of their relative priority. As we have already stated, the land in question is registered under Act No. 496. The plaintiff's lease is duly entered upon the certificate of title; the defendant's lease, though prior in date, has never been registered, nor is any intimation of its existence to be found upon the certificate of

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

title. At the time the plaintiff entered into his contract of lease, he had knowledge of the fact that the defendant was in physical possession of the land and if the land were unregistered this would be sufficient to put him upon inquiry and charge him with constructive notice of the defendant's rights.

But here the land is registered and in regard to such lands an unrecorded lease operates only as a contract between the parties and does not affect the rights of third parties in the absence of fraud on their part. Inasmuch as sales, mortgages and leases stand on the same footing in this respect, the following quotation from Niblack on the Torrens System, p. 222, citing Independent Lumber Co. vs. Gardiner (3 Sask., 140), is in point:

"The rule relative to the protection which will be afforded by a new registration is that a purchaser for value will be protected in his registered interests unless actual and moral fraud on his part is to be inferred from the circumstances under which he obtained them. A person taking a mortgage from a registered owner of land is not affected by notice of art unregistered interest in another person, whereby such person is the owner of an undivided one-half of the land, but if the mortgagor, when he executed it, expressly told the mortgagee that he owned only an undivided one-half of the land, that he only intended to mortgage his one-half, and that he intended to exempt the interest of his cotenant, the mortgagee is guilty of fraud against the unregistered owner in attempting to enforce the mortgage against the whole land. Fraud on the part of a vendor in acquiring his title cannot affect the statutory protection and indefeasibility of title given to a registered purchaser for value, who had no part in or knowledge of the fraud. This rule is the same as in case of original registration."

One of the principal features of the Torrens System of registration is that all incumbrances on the land or special estates therein shall be shown, or, at least, intimated upon the certificate of title and a person dealing with the owner of the registered land is not bound to go behind the certificate and inquire into transactions, the existence of which is not there intimated. There being in the present case no indication on the certificate of title of the existence of the defendant's lease, and the certificate therefore showing a clear title and right of possession in favor of the lessor, the plaintiff had a perfect right to rely on the lessor's statement that defendant's right of possession terminated on April 30, 1921, and was not bound to make further inquiries. He can, therefore, not be charged with fraud, neither actual nor constructive.

The disadvantages of adopting the rule suggested by the appellant would far outweigh the advantages, would be out of harmony with the underlying principles of the Torrens System of registration and would tend to impair the value of registered titles.

The judgment appealed from is therefore affirmed, with the costs against the appellant. So ordered.

Araullo, C. J., Johnson, Avancena, and Romualdez, JJ., concur.

STREET, J., dissents.

DISSENTING

JOHNS, J.:

I dissent.

At the time the plaintiff took his lease, he personally knew that the defendant was in the actual physical possession of the property, and had been for a number of years. The fact that the plaintiff had personal knowledge of such fact was sufficient to put him upon notice of defendant's rights, and to legally charge him with knowledge of any information, which he might have received upon inquiry from the defendant as to the tenure of his lease.

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

The only object of the registration law is to give a party notice of the rights of third parties, and if he has personal knowledge of such rights, or such notice as to put him upon inquiry, as in this case, he is not in a position to say that he took the lease without knowledge of defendant's rights.

Upon that ground, I dissent.

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.