

JOSE L. RIVERA, PLAINTIFF AND APPELLANT, VS. MAXIMO TRINIDAD, DEFENDANT AND APPELLEE.

G.R. No. 23699. December 04, 1925

Ponente: STREET, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-23699/>

STREET, J.:

This is an action of unlawful detainer prosecuted to this court upon appeal by the plaintiff, Jose L. Rivera, from a judgment of the Court of First Instance of the City of Manila absolving the defendant and dismissing the complaint with costs.

The lot which is the subject of action is situated in the interior at 405 Misericordia, Manila, and contains an area of 117.5 square meters. It was formerly the property of Dolores Lanuza, who on April 27, 1921, executed a deed of conveyance transferring it to the plaintiff for a recited consideration of P10,000. Pursuant to this act the duplicate certificate of title in the name of Dolores Lanuza was surrendered and another Torrens certificate was issued to the plaintiff in due course.

In the year 1918, while the title to the property was still in the name of Dolores Lanuza, the defendant, Maximo Trinidad, entered upon the lot with the consent of the owner and constructed thereon a building which he has occupied, and still occupies, as an establishment for repairing and tuning pianos. It appears that Dolores Lanuza and the wife of Maximo Trinidad are akin to each other, and at the time Trinidad built his shop on the lot in question, good feeling prevailed among the parties and no one contemplated that their friendly relations would ever be broken. No written contract was therefore made defining the rights of Trinidad with respect to the occupancy of the place; but the understanding was that he could occupy the property as long as he pleased for the purposes of the business which he had installed upon it, upon payment of compensation at the rate of P30 per month. After the defendant had been occupying the place for a year or two, a misunderstanding arose between Dolores Lanuza and the wife of Maximo Trinidad, and the former decided to eject the occupants from the lot. To this end an action of unlawful detainer was started by Dolores Lanuza in 1920, but it was hotly contested by the defendants; and it occurred to Dolores Lanuza, or those advising her, that the action would have better success if the property should be transferred to some other person, who, as purchaser, might exercise the power of terminating the lease under article 1571 of the Civil Code. Dolores Lanuza therefore transferred the property to her nephew, Jose L. Rivera, as already stated. The lower court found that this transfer was colorable and fictitious; and this finding may be accepted as true, in the sense that the conveyance was made without payment of the recited consideration and chiefly for the purpose of enabling Rivera to assume the role of plaintiff.

Though the point is not strictly relevant to the legal issue presented in the case it may be stated that the plaintiff claims that the shop occupied by Maximo Trinidad on the lot in question was built with money lent to him by Dolores Lanuza, and he in fact admits that before or about the time the shop was built he borrowed from Dolores Lanuza the sum of P1,500, which he has never returned. Maximo Trinidad claims that the improvements on the lot cost him the sum of P8,000, but we infer from the testimony of his wife that this estimate includes the value of the machinery and apparatus in the shop.

The action of unlawful detainer which had been begun by Dolores Lanuza appears to have been dismissed during the pendency of the present litigation; and when this action was first begun a question was raised by the defendant as to whether the court of the justice of the peace had jurisdiction of an action in which a purchaser seeks to oust a tenant under the conditions existing in this case. In the Court of First Instance it was held that neither the court of the justice of the peace, as a court of original jurisdiction, nor the Court of First Instance, in its appellate capacity, had jurisdiction of the action, and the cause was thereupon dismissed. Upon appeal to this court,[1] however, it was held that the court below had jurisdiction of the case and we reversed the decision of the Court of First Instance, with the result that the cause was remanded to the Court of First Instance for further proceedings, in which court the cause was then finally heard upon its merits, and the action dismissed, as stated in the first paragraph of this opinion. The question of jurisdiction having been determined on the prior appeal is therefore not before us for consideration in the present appeal; but it may be stated that the present action was begun within a short while after the plaintiff had made written demand upon the defendant to surrender the premises.

From what has been said it is obvious that the defendant, Maximo Trinidad, must be treated as a tenant from month to month upon a lease terminable without necessity of a special notice upon the expiration of any month. (Art. 1581, Civ. Code.) This is all that can be made of it. And it is a mistake to suppose that the plaintiff's right of action is based on article 1571 of the Civil Code, which authorizes a purchaser of leased land to terminate any unregistered lease. The plaintiff is not seeking to avoid an unregistered lease for a fixed term, which is the matter contemplated in article 1571. He is merely proceeding in the character of owner or vendee, under section 80 of the Code of Civil Procedure, to recover possession from a tenant holding over after the termination of the right to hold possession. When attention is given to this point it is quite apparent that the plaintiff is entitled to judgment, and the lower court erred in dismissing the case. So far as this case is concerned it is wholly immaterial whether the plaintiff has paid anything for the lot or not; and the supposed collusion between him and Dolores Lanuza is likewise without significance. Whether the case would be different if the plaintiff were attempting to avoid a lease for a fixed period made by his predecessor does not here require decision.

The trial court found, and this finding is in our opinion supported by the weight of the evidence, that the reasonable value of the occupation of the premises in question is P30 per month, the amount which prior to the beginning of this litigation the defendant had been paying for the use of the property.

The rights of the defendant with respect to the improvements made on the property by him must be governed by article 487 in relation with article 1573 of the Civil Code. Under article 487 the defendant is entitled to remove improvements made by himself so far as it is possible to do so without injury to the property; and this means that he may remove the improvements provided he leaves the property in substantially the same condition as when he entered upon it. Articles 861 and 453 of the Civil Code, which define the rights between the owner of land and builders of improvements thereon in good faith, are not applicable as between landlord and tenant, since the Code supplies specific provisions designed to cover their rights. Besides the tenant cannot be said to be a builder in good faith as he has no pretension to be owner. (Man., Com., 4th ed., vol. 4, p. 445.)

The judgment will therefore be reversed, and the plaintiff is declared to be entitled to possession of the lot in question, subject to the right of removal of the improvements as already stated. After payment of compensation to the plaintiff at the rate of P30 per month for the period of occupation since April 27, 1921, the balance of the fund that has been accumulated in the hands of the clerk during the pendency of this litigation by the monthly deposits effected by the defendant pursuant to previous order of the court, will be returned to the defendant.

So ordered, without express pronouncement as to costs.

Avanceña, C. J., Malcolm, Ostrand, Johns, and Villa-Real, JJ., concur.

Romualdez, J., took no part in this case.

[1] Rivera vs. Trinidad, G. R. No. 21242, promulgated March 22, 1924, not reported.

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.