

THE GOVERNMENT OF THE PHILIPPINE ISLANDS, APPLICANT AND APPELLANT, VS. COLEGIO DE SAN JOSE ET AL., CLAIMANTS. COLEGIO DE SAN JOSE, APPELLEE.

G.R. No. 30829, August 28, 1929

Ponente: VILLA-REAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-30829/>

VILLA-REAL, J.:

This is an appeal taken by the Government of the Philippine Islands from a decision of the Court of First Instance of Laguna, rendered in cadastral case No. 30, G. L. R. O. Record No. 359 of the municipality of San Pedro, Province of Laguna, ordering the registration of the two parcels of land known as lots 1 and 2 described in the application, in favor of the Colegio de San Jose in accordance with the provisions of law, without special pronouncement as to the costs, it being understood, however, that the lease of said lands executed by the aforesaid Colegio de San Jose in favor of Carlos Young y Baldwin is valid and subsists under the terms and conditions set forth in the instruments, Exhibits Y-1 and Y-2, and providing for the issuance of the proper decree once said decision becomes final.

In support of the appeal, the appellant assigns the following alleged errors as committed by the court below in its judgment, to wit:

"1. The lower court erred in not holding that the parcels of land in question are part of the bed of Laguna Lake and, therefore, belong to the public domain.

"2. The lower court erred in finding that said lands are included in the title of the appellee and in finding that the appellee has been in the possession and occupation of the same.

"3. The lower court erred in qualifying as extraordinary inundations the fact that the lands in dispute are under water during the rainy season.

"4. The lower court erred in decreeing the registration of the lands in dispute to the appellee and in denying the appellant's motion for a new trial."

The pertinent facts necessary to decide the questions of fact and of law raised in the instant appeal, are as follows:

During the months of September, October and November every year, the waters of Laguna de Bay cover a long strip of land along the eastern border of the two parcels of land in question, the width of which strip varies from 50 to 70 meters according to the evidence of the Colegio de San Jose and up to the eastern border of the pass claimed by the municipality of San Pedro Tunasan, according to some witnesses for the Insular Government; and, according to other witnesses for the Insular Government, the flooded strip includes the aforementioned pass itself, which is usually completely covered with water, so that the people can fish in said flooded strip.

The claimant Colegio de San Jose contends, and its evidence tends to prove, that the above-named parcels of land are a part of the Hacienda de San Pedro Tunasan belonging to said claimant, which has been in possession thereof since time immemorial by means of its tenants or lessees and farmers.

On the other hand, the Government of the Philippine Islands contends that the said two parcels of land belong to the public domain, and its evidence tends to prove that they have always been known as the shores of Laguna de Bay, and they are situated alongside the highway running parallel to said shore; that the water of the lake has receded a great distance on that side; that said parcels of land had been under water formerly; that at present, during the rainy season, the water of the lake reaches the highway, and that when the water recedes the people of the place occupy and cultivate said lands during the dry season.

The only question to be decided in the present appeal is whether the two aforesaid parcels of land in controversy belong to the Hacienda de San Pedro Tunasan and are owned by the claimant Colegio de San Jose, or whether they belong to the public domain as a part of the bed of Laguna de Bay.

It is of primary importance to determine whether the body of water called Laguna de Bay is naturally and legally a lake or a lagoon.

The Enciclopedia Juridica Española, volume XXI, pages 124 and 125, defines "lake" and "lagoon" as follows:

"LAKE. A body of water formed in depressions of the earth. Ordinarily fresh water, coming from rivers, brooks, or springs, and connected with the sea by them"

"LAGOON. A small lake, ordinarily of fresh water, and not very deep, fed by floods, the hollow bed of which is bounded by elevations of land."

Laguna de Bay is a body of water formed in depressions of the earth; it contains fresh water coming from rivers and brooks or springs, and is connected with Manila Bay by the Pasig River. According to the definition just quoted, Laguna de Bay is a lake.

Inasmuch as Laguna de Bay is a lake, we must resort to the legal provisions governing the ownership and use of lakes and their beds and shores, in order to determine the character and ownership of the parcels of land in question.

Article 407 of the Civil Code says the following in its pertinent part:

"ART. 407. The following are of public ownership:

* * * * *

"4. Lakes and ponds formed by nature on public lands, and their channels."

* * * * *

And article 44 of the Law of Waters of August 3, 1866, provides as follows:

"ART. 44. Natural ponds and lakes existing upon public lands and fed by public waters, belong to the public domain."

* * * * *

It is beyond discussion that Laguna de Bay belongs to the public domain, being a natural lake existing upon public lands, and fed by public waters from rivers, brooks and springs.

Now then, what is the bed of Laguna de Bay?

Article 74 of the Law of Waters cited above defines the bed of a lake as follows:

"ART. 74. The natural bed or basin of lakes, ponds, or pools, is the ground covered by their waters when at their highest ordinary depth."

This definition raises the question: Which is the natural bed or basin of Laguna de Bay?

The evidence shows that during the dry season, that is, during the months of December, January, February, March, April, May, June, July and August, the water of the lake at its highest depth reaches no farther than the line forming the northeastern boundary of the two parcels of land in controversy, and that it is only during the wet season, that is, during the months of September, October and November, that said water rises to the highway, completely covering said parcels of land. Therefore, the waters of Laguna de Bay have two different levels during the year: One during the dry season, which obtains during nine months, and the other during the wet season, which continues for three months. Which of these two heights marks the land limit of the waters of Laguna de Bay, that is, which of them forms its natural bed or basin? The law says, the highest ordinary depth. Now then, which of the two aforesaid depths of the waters of Laguna de Bay is the ordinary one? The word "ordinary" is defined in the Dictionary of the Spanish Academy as follows:

"ORDINARY. Not exceeding the average; common, natural, occurring always or most of the time; not going beyond what often happens or takes place."

The word extraordinary is defined in the same dictionary as follows:

"EXTRAORDINARY. Uncommon, transcending the general rule, order, or measure; exceeding, surpassing, or going beyond that which is ordinary, commonly met with, current, settled, or admitted by the majority."

According to the foregoing definitions of the words "ordinary" and "extraordinary," the highest depth of the waters of Laguna de Bay during the dry season is the ordinary one, and the highest depth they attain during the rainy season is the extraordinary one; inasmuch as the former is the one which is regular, common, natural, which occurs always or most of the time during the year, while the latter is uncommon, transcends the general rule, order or measure, and goes beyond that which is the ordinary depth. If, according to the definition given by article 74 of the Law of Waters quoted above, the natural bed or basin of the lakes is the ground covered by their waters when at their highest ordinary depth, the natural bed or basin of Laguna de Bay is the ground covered by its waters when at their highest depth during the dry season, that is, up to the northeastern boundary of the two parcels of land in question.

Inasmuch as, according to article 407 of the Civil Code, cited above, lakes and their beds belong to the public domain, and inasmuch as, according to article 74 of the Law of Waters cited above, the bed of a lake is the ground covered by its waters at their highest ordinary depth; whereas the waters of Laguna de Bay at their highest depth reach no farther than the northeastern boundary of the two parcels of land in question, said parcels are outside said bed and, consequently, do not belong to the public domain.

The Government of the Philippine Islands also contends that as the waters of Laguna de Bay have receded very much, as a result of which the two parcels of land under discussion, which had been under water before, were left uncovered, the claimant Colegio de San Jose which owned the estate bordering upon said Laguna de Bay, did not acquire said two parcels of land, in accordance with the provisions of article 367 of the Civil Code, as follows:

"ART 367. The owners of estates bordering on ponds or lagoons, do not acquire the land left dry by the natural decrease of the waters, nor lose those inundated by them in extraordinary floods"

As may be seen, the legal provision quoted above, cited by the appellant in support of its contention, refers to ponds and lagoons, and has therefore no application to the case at bar, which refers to a lake, a lagoon being legally distinct in character from a lake.

Having pointed out that the inundation of the two parcels of land in question during the months of September, October and November, is extraordinary, the legal provision applicable to the case is that contained in article 77

of the aforesaid Law of Waters, which reads:

"ART. 77. Lands accidentally inundated by the waters of lakes, or by creeks, rivers, and other streams, shall continue to be the property of their respective owners."

If, as we have seen, the two parcels of land in litigation form no part of the bed of Laguna de Bay, and, consequently, do not belong to the public domain, they must belong to the claimant Colegio de San Jose as a part of the Hacienda de San Pedro Tunasan, owned by it, the north-eastern part of which borders on said lake, and in accordance with the legal provision just quoted, the fact that they are inundated by its waters during extraordinary risings, which take place during the months of September, October and November, does not deprive said claimant of the ownership thereof.

Article 84 of the said Law of Waters further provides:

"ART. 84. Accretions deposited gradually upon lands contiguous to creeks, streams, rivers, and lakes, by accessions or sediments from the waters thereof, belong to the owners of such lands."

* * * * *

Even if, therefore, the two parcels of land in litigation were considered as accretions! gradually deposited by accessions or sediments from the waters of Laguna de Bay, they would still, according to the legal provision just quoted, belong to the claimant Colegio de San Jose as owner of the lands bordering on said Laguna de Bay.

The appellant also contends that the two parcels of land form a part of the shores of Laguna de Bay and are therefore of public ownership, citing paragraph 3 of article 1 of the Law of Waters, which says:

"ART. 1. The following are part of the national domain open to public use:

* * * * *

"3. The shores.—By the shore is understood that space covered and uncovered by the movement of the tide. Its interior or terrestrial limit is the line reached by the highest equinoctial tides. Where the tides are not appreciable, the shore begins on the land side at the line reached by the sea during ordinary storms or tempests."

As the court below correctly held, this legal provision refers to the waters of the sea, being included under Title I, which treats of the ownership and use of said waters of the sea. Lake waters, being terrestrial waters, their ownership and use are governed by Title II of said Law of Waters. In the same manner as the shore of the sea is that space covered and uncovered by the waters during tides, the exterior or terrestrial limit being the line reached by the highest equinoctial tides, so the shore of a lake is that space covered and uncovered by the waters during the tides, its interior or terrestrial limit being the line reached by its highest ordinary depth. In the instant case, the interior or terrestrial limit of the Laguna de Bay is the ground covered by its waters in its highest ordinary depth, that is, up to the northeastern boundary of the two parcels of land in question.

Summarizing, we find: (1) That the natural bed or basin of Laguna de Bay is the ground covered by its waters at their highest ordinary depth during the dry season, that is, during the months of December, January, February, March, April, May, June, July and August; (2) that the highest depth reached by said waters during the rainy season, or during the months of September, October and November, is extraordinary; (3) that the two parcels of land in litigation form an integral part of the Hacienda de San Pedro Tunasan belonging to the claimant Colegio de San Jose; (4) that said two parcels of land, being accidentally inundated by the waters of Laguna de Bay continue to be the property of the claimant Colegio de San Jose (art. 77, Law of Waters of August 3, 1866) ; (5) that even supposing that the said two parcels of land have been formed by accession or deposits of sediment by

the waters of said Laguna de Bay, they still belong to the said claimant Colegio de San Jose, as owner of the land of the Hacienda de San Pedro Tunasan, bordering on said Laguna de Bay (art. 84, Law of Waters of August 3, 1866); (6) that the provisions of the Law of Waters regulating the ownership and use of the waters of the sea are not applicable to the ownership and use of lakes, which are governed by special provisions.

In view of the foregoing considerations, we are of opinion and so hold, that the judgment appealed from should be affirmed, without special pronouncement as to costs. So ordered.

Avanceña, C. J., Johnson, Street, Villamor and Johns, 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.