

FRANCISCO DE GUZMAN ET AL., PLAINTIFFS AND APPELLANTS, VS. CRISANTO DE LA FUENTE ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 32433. December 29, 1930

Ponente: ROMUALDEZ, J.

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ROMUALDEZ, J.:

body { font-family: Verdana, Geneva, Arial, helvetica, sans-serif; font-size:80%; background-color:#FFFFFF; margin:0 2% 0 2%; text-align: justify; } h1 { font-family:times; } h2 { background-color:#cccccc; padding:10px 0 10px 0; font-weight: bold; text-align: center; } h3 { font-weight: bold; text-transform: uppercase; text-align: center; } div#footer { font-size:9px; }

The dispositive part of the lower court's judgment reads as follows:

"Wherefore, the court hereby orders the defendants to vacate the premises set forth in the complaint, restoring them to the plaintiffs herein. For lack of evidence, no judgment can be rendered against the defendants Crisanto de la Fuente and Agapita Payumo to pay the plaintiffs the sum of P697.50 claimed by the latter as damages, from October 1, 1926, to January 15, 1928, nor against the aforementioned defendants and Taw Pe Chan to pay the plaintiffs jointly and severally damages in the amount of P120 per month from January 15, 1928, until they vacate the premises. The counterclaim and the cross-complaint filed by the defendants are hereby dismissed as against the plaintiffs. Without costs."

Both plaintiffs and defendants appealed from this judgment, and the former made the following assignments of error:

- "1. In not ordering and compelling the defendants to pay damages for their illegal occupation of the land now in question to the plaintiffs.
- "2. In denying our motion for new trial."

The following assignments of error were made by the defendants:

- "1. In ordering the defendant to vacate the premises.
- "2. In absolving plaintiff Francisco de Guzman from the counterclaim and the cross-complaint.
- "3. In not holding the defendants to be the owners of the land in question.
- "4. In not sentencing plaintiff Francisco de Guzman to convey the land in question to the defendants, plaintiffs in the cross-complaint.
- "5. In not cancelling the original certificate of title No. 1921 (Exhibit A) with respect to the land in question, and in not ordering the issuance of another certificate of title in the name of the defendants.
- "6. In not sentencing the plaintiff to indemnify the defendants for the value of said land, that is, P4 a square meter.

"7. In holding that the defendants' possession in good faith became a possession in bad faith upon receipt of the letter of notification (Exhibit C) from the plaintiff's lawyer, Mr. Mariano Santa Romana.

"8. In not sentencing the plaintiff, defendant in the cross-complaint, to indemnify the defendants, plaintiffs in the cross-complaint, for the improvements made by the latter in good faith, worth P15,000."

Plaintiff Francisco de Guzman and defendant De la Fuente, being close friends and compadres, the former having been the recipient of considerable attention and favors from the latter, agreed verbally that the said defendant should occupy, in addition to a house he intended to build, the land here in question, belonging to the plaintiffs.

In 1912 said defendant De la Fuente built his house upon said land, which house was repaired in 1928. The court below has appraised the house, after the repairs, at P7,504, which finding is supported by the record.

The plaintiffs contend in this instance that said defendant occupies their land by mere tolerance, having been required to pay rent at the rate of P45 a month from October 1, 1926, to December 31, 1927, and at P120 a month from January 1, 1928, when the house was repaired, and from which date the house, besides being occupied by said defendant, yielded him a monthly rental of P40. But the defendant claims that the land belongs to him.

The evidence does not support this claim of the defendant De la Fuente. The record shows that the owners of the land were Francisco de Guzman and his deceased wife, and it now belongs to said Francisco de Guzman and his children, the plaintiffs herein.

Defendant De la Fuente's possession of the land commenced and continues in good faith, inasmuch as, on the one hand, the extra-judicial notice given by the defendant about November, 1927 did not by itself destroy said good faith, and will continue to exist as long as there is no final judgment to the contrary, which to date has not been rendered ; and, on the other hand, the necessity for the repairs of the house has been sufficiently proved.

We find no merits in the assignments of error made by either party, incompatible with the conclusions just stated.

This is therefore a case where one party is the owner of the land, and the other is the owner, in good faith, of the building thereon, provided for in article 361 of the Civil Code; and the present value of the house, as stated, is P7,604.

The evidence does not justify the award of damages claimed by either the defendants or the plaintiffs.

Wherefore, the judgment appealed from is modified, and it is held that the land in question belongs not to the defendant De la Fuente, !but to the plaintiffs, who are entitled to acquire said defendant's house built thereon, by paying its owner the sum of P7,504, or to compel him to pay them the price of the land agreed upon by the interested parties; and in default thereof, the price as fixed by the competent court; and should the plaintiff choose to acquire the house, the defendant shall have the right to retain the same until the above-mentioned amount is satisfied.

The remainder of the judgment appealed from is hereby affirmed in so far as it is not incompatible with this decision. Without express pronouncement of costs. So ordered.

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

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