

PRAXEDES ALVAREZ ET AL., PLAINTIFFS AND APPELLANTS, VS. THE COMMONWEALTH OF THE PHILIPPINES ET AL., DEFENDANTS AND APPELLEES. MUNICIPALITY OF SAN PEDRO, LAGUNA, INTERPLEADER AND...

G.R. No. 45315. February 25, 1938

Ponente: IMPERIAL, J.

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IMPERIAL, J.:

It is asked in this appeal interposed by the plaintiffs and the municipality of San Pedro that we reverse the resolution entered by the Court of First Instance of Laguna on May 29, 1936, dismissing the complaint of the former, with costs against them; holding premature and also dismissing the so-called cross-complaint of the municipality of San Pedro; ordering the striking out of the motion of Attorney Rustia of May 1, 1936 and that of Attorney Gomez of the 15th of the same month, and denying the motions filed by the aforesaid municipality; and it is asked further that the case proceed to final judgment, with the costs of this instance to the appellees.

In the complaint by which the case was commenced, the plaintiffs allege: that they appear and bring the action for themselves and in the name of other five thousand persons; that all of them and their predecessors-in-interest from time immemorial, are in possession for many years of many lots, where they now have their houses, and many agricultural lands which they have continuously cultivated, lots, improvements and agricultural lands which are found within the Hacienda de San Pedro Tunasan, situated in the municipality of San Pedro, Province of Laguna; that they do not claim to be the owners of said lots and agricultural lands, but only of the improvements on the former, consisting of houses; that they are entitled to occupy the lots and agricultural lands, the first because they have their houses thereon wherein they and their predecessors-in-interest have always lived, and the latter because they as well as their predecessors-in-interest have always cultivated the same; that they recognize in favor of someone their obligation to pay reasonable rent or canon for their occupation of the lots and agricultural lands, rent and canon which they are willing to pay to the person or entity which the court may determine; that the Commonwealth of the Philippines is the true owner of the entire Hacienda de San Pedro Tunasan by the right of escheat; that this title was acquired by the Commonwealth of the Philippines because of the death of Don Esteban Rodriguez de Figueroa, the original owner of the hacienda, and his two minor daughters without leaving any heir; that the Provincial Government of Laguna may have an interest in the hacienda, for the benefit of the plaintiffs and the residents of the municipality of San Pedro; that this municipality, the plaintiffs are given to understand, will claim the ownership of the hacienda also by the right of escheat; that the Colegio de San Jose, without any right, also claims to be the owner of the hacienda; and that Carlos Young, without any known right, claims to have an interest in the same hacienda. And the plaintiffs conclude by asking that the court order the defendants or interpleaders to litigate among themselves over the ownership or dominion of the hacienda and thereafter determine by judgment who is the rightful owner thereof entitled to collect the rental from them.

In the complaint are joined as defendants the Commonwealth of the Philippines, the Provincial Government of Laguna, the municipality of San Pedro, the Colegio de San Jose, and Carlos Young. The municipality of San

Pedro filed its complaint of interpleader wherein it is stated: that according to the history of the Philippines, so it alleges, the Hacienda de San Pedro Tunasan originally belonged to one, Don Esteban Rodriguez de Figueroa, who held the office of Governor and Captain General of the Island of Mindanao and who executed a will transferring in trust and for administration the entire hacienda aforesaid to a charitable institution of learning which was subsequently called the Colegio de San Jose, governed by the Fathers of the Company of Jesus, otherwise known as the Jesuit Fathers; that Rodriguez de Figueroa died sometime in April, 1596, leaving as heirs his two minor daughters, who also died without leaving any heirs; that since then the Colegio de San Jose, through the Jesuit Fathers, had held and administered the hacienda and through the practice called "sustitucion pupilar" by the claimant, the Jesuit Fathers succeeded in appropriating the same, considering it from then on as their property and as a part of the temporal properties of the church; that the Jesuit Fathers were expelled from the Philippines in 1763 and their properties, together with the hacienda, were confiscated by the Spanish Government; that by virtue of the Treaty of Paris, the Organic Law of the United States Congress of July 1, 1902, the Jones Law, and finally the Tydings-McDuffie Independence Law, the aforesaid hacienda passed to the ownership of the Commonwealth of the Philippines and the latter is at present the owner thereof, which should be administered and conserved for the benefit and advantage of the inhabitants of the Philippines, particularly those of the municipality of San Pedro; that by the right of escheat the Commonwealth of the Philippines has likewise become the owner of the hacienda because of the death of the daughters of Rodriguez de Figueroa without leaving any heirs and because there is no one who is legally entitled thereto; that the municipality of San Pedro has a right to the hacienda for the exclusive benefit of its inhabitants; and that the Colegio de San Jose should render an accounting of the rentals which it has been collecting from the hacienda, which should not be less than P60,000. And for prayer it asks that it be declared the owner of the Hacienda de San Pedro Tunasan and that the Colegio de San Jose render an accounting and pay it the 'aforesaid sum of P60,000.

Carlos Young appeared and interposed a demurrer to the complaint of the plaintiffs on the ground that it does not state facts constituting a cause of action and that its allegations are vague, ambiguous, and unintelligible; and urged that said complaint be finally dismissed inasmuch as it is not susceptible of amendment. Immediately thereafter the same Carlos Young filed a motion to dismiss the complaint of interpleader of the municipality of San Pedro, on the ground that the latter entity has no standing to bring the action, that the complaint of interpleader is premature because the court has not yet ordered the parties therein to litigate among themselves, and that the attorney who represents the said municipality has appeared and is acting as such in favor of two different parties with conflicting interests.

The municipality of San Pedro filed another motion asking that the prayer of its complaint be deemed amended in the sense that in the decision it be ordered that the rentals and income produced by the hacienda be paid to it. In another motion the same municipality opposed the demurrer and motion to strike filed by Carlos Young.

The acting Solicitor-General, in behalf of the Commonwealth of the Philippines, appeared specially by a motion wherein it is asked that the complaint of the plaintiffs be dismissed. As ground he alleged that the court lacked jurisdiction over the said entity because, it being the representative of sovereignty, it cannot be sued or compelled to litigate without its express consent, a consent which the complaint alleges has not been previously obtained.

In other motions the municipality of San Pedro asked that the Colegio de San Jose and Carlos Young be declared in default, in connection with its complaint of interpleader, for failure to file either demurrers or answers within the prescribed period.

The Colegio de San Jose, Inc., interposed a demurrer to the plaintiff's complaint, upon the same grounds advanced by Carlos Young in his demurrer. In another motion filed it asked to strike out certain allegations contained in paragraph IX, subparagraph (3), pages 14 to 21 of the complaint of interpleader of the municipality of San Pedro

because they are immaterial and offensive. Subsequently it filed its answer to the complaint of interpleader of the municipality of San Pedro, wherein it denied the material allegations thereof and put up the defense that the Hacienda de San Pedro Tunasan is its exclusive property and that its title has been recognized by the government and the courts.

The provincial fiscal, in behalf of the acting Solicitor-General, presented a motion to strike out certain immaterial, unnecessary and improper allegations in the answer of the plaintiffs to the motion to dismiss filed by the acting Solicitor-General.

The municipality of San Pedro filed another motion to strike out the demurrer and motion filed by Carlos Young and the motion to strike filed by the acting Solicitor-General.

The plaintiffs filed their answer to the demurrer interposed by the Colegio de San Jose, Inc. And on the same date they filed another motion asking that the court suspend the proceedings in the case on the ground that the municipality of San Pedro commenced in the same court civil case No. 3052, wherein it is asked that the Hacienda de San Pedro Tunasan be escheated to it.

Finally the court, on May 29, 1936, entered the appealed resolution dismissing the plaintiffs' complaint, with the costs against them, holding further that the complaint of interpleader of the municipality of San Pedro is premature, overruling all the motions filed by the latter and ordering the striking out from the record of the pleadings filed by Attorneys Rustia and Gomez on May 1 and 5, 1939, respectively.

The provincial government of Laguna has neither appeared nor filed a demurrer or answer in the case. From what appears, it has shown indifference and lack of any interest to intervene.

The foregoing is the contents in abridged form of all the pleadings presented in the case and reflects the theories of the parties as well as the legal questions raised in the assignments of error which shall hereafter be resolved. We have omitted other pleadings of minor importance which will have no influence on the resolution of the appeal.

The appellants assign in their joint brief the following errors: "First. In not abstaining from deciding any incident in this case, and, consequently, in entering the appealed resolution charged with prejudice and partiality which Judge Buenaventura Ocampo had against the attorney for the applicants, which resolution is partial and unjust. Second. In considering, without any ground, that the application for interpleading is equivalent to a complaint in an ordinary action which may be demurred to, and consequently, in sustaining the demurrers of Carlos Young and of the Colegio de San Jose, Inc. Third. In holding that the application (not complaint) of interpleading is insufficient, and, consequently, in dismissing it summarily and finally, with the costs. Fourth: In sustaining the special appearance of the Solicitor-General, and, consequently, in ordering the striking out of the motion of May 1, 1936 in reply to said special appearance. Fifth. In declaring the cross-complaint of the municipality of San Pedro premature, and, consequently, in not holding Carlos Young and the Colegio de San Jose (unincorporated) in default as defendants in the said cross-complaint Sixth. And in ordering the striking out from the record of pages 14 and 21 of the answer of the municipality, corresponding to subparagraph (3), paragraph IX, of the cross-complaint of the municipality of San Pedro, page 31 to 41 of the bill of exceptions. Seventh. In not overruling the said demurrers and petitions to strike out; and in not granting the petition to suspend the proceedings until the final resolution of the petition for escheat Exhibit A."

- In the first assignment of error the appellants question the integrity and impartiality of the judge who entered the appealed resolution and contend that he should have abstained from taking cognizance of the case and from entering any resolution therein.

The appellants concede that they have not duly questioned, at any time, the judge who decided this case. The facts of record do not furnish any evidence in support of the appellants' contention. The circumstance pointed out by the appellants that one of their attorneys tiled a complaint and administrative charges against the judge, and that this naturally created an enmity between them, is not a sufficient ground for concluding that the judge acted partially. As we have stated, aside from this possible animadversion, there is nothing from which it may be inferred that the said judge acted partially in this case.

The appellants also assert that the appealed resolution was drafted not by the judge but by the attorney for Young, and that the former merely signed it. The assertion is based entirely on the circumstance that the theories and reasoning of Attorney Diokno are reproduced and sustained as good and sound in the resolution. It is true that the theories of said counsel are accepted in the resolution, but from this it does not inevitably follow that the entire resolution was drafted by another, and not by the judge, and that the latter merely stamped his signature thereon. We hold that the first assignment of error is without merit.

- In the appealed resolution the court sustained both the demurrer of Carlos Young and that of the Colegio de San Jose, Inc., to the complaint of the plaintiffs. The latter contend in their second assignment of error that the resolution is consequently erroneous since the pleading which the court styles and considers a complaint is, under procedural law, a petition and as such cannot be demurred to.

The plaintiffs commenced the case under the provisions of section 120 of the Code of Civil Procedure, the English text of which reads:

"Sec. 120. Interpleading.—Whenever conflicting claims are or may be made upon a person for or relating to personal property, or the performance of an obligation or any portion thereof, so that he may be made subject to several actions by different persons, unless the court intervenes, such person may bring an action against the conflicting claimants, disclaiming personal interest in the controversy, to compel them to interplead and litigate their several claims among themselves, and the court may order the conflicting claimants to interplead with one another and thereupon proceed to determine the right of the several parties to the interpleading to the personal property or the performance of the obligation in controversy and shall determine the rights of all parties in interest."

Pursuant to this section, the remedy provided for may be availed of by bringing an "action", for no other meaning may be deduced from the phrase "such person may bring an action against the conflicting claimants" used to indicate the procedure to be followed by one who would avail himself of its provisions. The word "action" means the ordinary action denned in section 1 of the same Code and should be commenced by complaint which may be demurred to as provided in section 91 and upon the grounds therein stated. The pleading which commences an ordinary action cannot be correctly called an application or petition because these, generally, are the pleadings used only to commence special proceedings. (Sec. 1, Part II, Chapters XXV and XLII, Code of Civil Procedure.)

The action of interpleader, under section 120, is a remedy whereby a person who has personal property in his possession, or an obligation to render wholly or partially, without claiming any right in both, comes to court and asks that the persons who claim the said personal property or who consider themselves entitled to demand compliance with the obligation, be required to litigate among themselves, in order to determine finally who is entitled to one or the other thing. The remedy is afforded not to protect a person against a double liability but to protect him against a double vexation in respect of one liability. (33 C. J., sec. 21, p. 438; Crawford vs. Fisher, 1 Hare, 436, 441; Johnson vs. Blackmon, 201 Ala., 537; Pfister vs. Wade, 56 Cal., 43; Rauch vs. Ft. Dearborn Nat. Bank, 233 111., 507; Gonias vs. O'Brien, 223 Mass., 177; McCormick vs. Supreme Council C. B. L., 39 N. Y. S., 1010.) When the court orders that the claimants litigate among themselves, there arises in reality a new action and the former are styled interpleaders, and in such a case the pleading which initiates the action is called a complaint

of interpleader and not a cross-complaint.

From the foregoing it follows that the court did not err in considering and resolving the demurrers, wherefore, the second assignment of error is likewise without merit.

- The principal question is discussed by the plaintiffs and by the municipality of San Pedro in their third assignment of error. It will be recalled that the court sustained the demurrers on the ground that the complaint of the former does not allege sufficient facts to constitute a right or cause of action. As to the Commonwealth of the Philippines, because it cannot be compelled to litigate without its consent, and as to the Colegio de San Jose, Inc., and Carlos Young, because according to the very allegations of the complaint there is no person or entity, outside of the Colegio de San Jose, Inc., who has conflicting or incompatible claims in connection with the obligation to pay rent or canon which plaintiffs admit devolves upon them. The appellants question the correctness of these conclusions reached by the court.

Speaking of the intervention of the Commonwealth of the Philippines, there is little to be said. The question raised is already settled in this jurisdiction. It is a fundamental principle that the Government of the Philippines, now the Commonwealth of the Philippines, as the supreme authority which represents in this country the existing sovereignty, cannot be sued without its consent (*Merritt vs. Government of the Philippine Islands*, 34 Phil., 311; *L. S. Moon & Co. vs. Burton Harrison*, 43 Phil., 27; *Compania General de Tabacos vs. Government of the Philippine Islands*, 45 Phil., 663; *Belarmino vs. Hammond and Director of Public Works*, 56 Phil., 462). The prohibition holds true both in a case where it is joined as a defendant as well as in that where, as in the present, it is being compelled to litigate against other persons without its consent. There is no substantial difference between making it defend itself against its will in a case where it is a defendant and compelling it, without its consent, to interplead in an action commenced by another person. In one and the other case it is compelled, without its consent, to maintain a suit or litigation, and this is what the legal principle prohibits.

As to the other ground of the court, we have indicated, in summarizing the allegations of the complaint, that the plaintiffs maintain the view that the Commonwealth of the Philippines has become the owner of the Hacienda de San Pedro Tunasan by transfer or conveyance under the Tydings-McDuffie Law and by way of escheat upon the death of the daughters of Rodriguez de Figueroa without leaving any heirs. On the other hand, they allege that the Colegio de San Jose, which for the purposes of this case is the same El Colegio de San Jose, Inc., who has appeared and is the appellee, likewise claims to be the owner of the hacienda thereby enjoying rights of ownership adverse to those of the Commonwealth of the Philippines. With the exclusion of the Commonwealth of the Philippines, because of its unwillingness to litigate or engage with anyone in a suit over an hacienda the ownership of which is clearly defined and recognized, it becomes evident that the action of interpleader is indefensible from any standpoint for lack of the basis of reason relied upon by the plaintiffs in their complaint, namely, that there are two entities, the Commonwealth of the Philippines and the Colegio de San Jose, contending over the hacienda and claiming to be entitled to collect the rent or canon coming therefrom. We do not include Carlos Young, because according to his own admissions, he is a mere lessee of the Colegio de San Jose, Inc., and does not claim any right of ownership adverse to the latter.

In reaching this conclusion we have not lost sight of the fact that the municipality of San Pedro has already filed its complaint of interpleader wherein it alleges a certain interest in the hacienda and in its rents; but apart from the fact that in resolving the demurrers only the allegations of the plaintiffs' complaint should be taken into account (sec. 91, Code of Civil Procedure), because the former are directed only against it, it appears from the allegations of said complaint of interpleader that the municipality of San Pedro also admits that the Commonwealth of the Philippines is the owner of the hacienda by transfer and right of escheat.

Another question raised by the appellants has to do with the holding of the court that the complaint of interpleader of the municipality of San Pedro is premature inasmuch as there has been no order yet that the defendants litigate among themselves. In the opinion of the court it is necessary that there be a declaration to this effect before the defendants may litigate among themselves and file a complaint of interpleader. Section 120 of the Code of Civil Procedure in truth requires such step and good practice demands that the defendants be not permitted to file claims or complaints of interpleader until after the court has ordered that they should litigate among themselves. This procedure will do away with groundless suits, and will save the parties time, inconvenience, and unnecessary expenses.

Finally, it remains to be decided whether, the demurrers having been sustained, the plaintiffs are entitled to amend their complaint, or whether the case should be dismissed. Section 101 of the Code of Civil Procedure, prescribing the procedure to be followed in cases where a demurrer has been interposed, reads:

"Sec. 101. Proceedings on demurrer.—When a demurrer to any pleading is sustained, the party whose pleading is thus adjudged defective may amend his pleading within a time to be fixed by the court, with or without terms, as to the court shall seem just; but if the party fails to amend his pleading within the time limited or elects not to amend, the court shall render such judgment upon the subject matter involved in the pleading and demurrer as the law and the facts of the case as set forth in the pleadings warrant. If the demurrer is overruled, the court shall proceed, if no answer is filed, to render such judgment as the law and the facts duly pleaded warrant. But after the overruling of a demurrer to a complaint, the defendant may answer within a time to be fixed by general rules of court; and after the overruling of a demurrer to an answer the plaintiff may amend his complaint, if necessary, to meet new facts or counterclaims set forth in the answer."

Under this section the amendment of a pleading, after a demurrer is sustained, is not an absolute right of the pleader; the amendment rests rather in the sound discretion of the court. Generally when a demurrer is sustained, the party who presented the defective pleading is afforded an opportunity to amend it under conditions which the court may fix; and this should be done when it appears clearly that the defect is remediable by amendment (*Molina vs. La Electricista*, 6 Phil., 519; *Serrano vs. Serrano*, 9 Phil., 142; *Segovia vs. Provincial Board of Albay*, 13 Phil., 331; *Balderrama vs. Compania General de Tabacos*, 13 Phil., 609; *Macapinlac vs. Gutierrez Repide*, 43 Phil., 770). But when it is evident that the court has no jurisdiction over the person and the subject matter, that the pleading is so fatally defective as not to be susceptible of amendment, or that to permit such amendment would radically alter the theory and the nature of the action, then the court may refuse the amendment of the defective pleading and order the dismissal of the case (49 C. J., sec. 563, pp. 456, 457; *San Joaquin etc., Canal, etc., Co. vs. Stanislaus County*, 155 Cal., 21; *Bell vs. California Bank*, 153 Cal., 284; *Ridgway vs. Bogan*, 2 Cal. Unrep. Cas., 718; *Schiecnt vs. Schiecnt*, 277 P., 1065; *Beal vs. United Properties Co.*, 46 Cal. A., 287; *Demartini vs. Marini*, 45 Cal. A., 418; *Lentz vs. Clough*, 39 Cal. A., 430; *Burki vs. Pleasanton School Dist.*, 18 Cal. A., 493; *Patterson vs. Steele*, 93 Neb., 209; *Cox vs. Georgia R., etc. Co.*, 139 Ga., 532; *Peo. vs. McHatton*, 7 111., 731; *Higgins vs. Gedney*, 25 Misc., 248; 55 N. Y. S., 59; *Wood vs. Anderson*, 25 Pa., 407). Section 101 authorizing the amendment of a defective pleading should be liberally construed and the courts, whenever possible, should incline in favor of the amendment; but when it appears patent that the pleading is not susceptible of amendment upon the grounds above set out, the appellate courts should not hold that the former have abused their discretion in not permitting the amendment and in dismissing the case.

In the present case the plaintiffs' complaint is fatally defective because its allegations are insufficient to constitute a cause of action, and to permit the amendment thereof the plaintiffs would have to change their theory as well as the nature of the action which they have commenced. For this reason the court did not commit the error assigned in not permitting the amendment and in finally dismissing the case.

- In their fourth assigned error the appellants contend that the court erred in sustaining the special appearance of

the Commonwealth of the Philippines, in excluding the latter from the complaint, in dismissing it with respect thereto, and in striking out from the record the reply of the plaintiffs of May 1, 1936, to the special appearance.

In passing upon the third assignment of error, we already said that the Commonwealth of the Philippines cannot, without its consent, be compelled to litigate in this action of interpleader. This being so, the conclusion is inevitable that the court did not err in sustaining the special appearance of the Commonwealth of the Philippines and in ordering the dismissal of the complaint with respect to this party. As to the striking out of the reply of May 1, 1936, we agree with the court that the step is justified in view of the fact that it is in truth a motion replete with allusions and statements reflecting on the acting Solicitor-General and Assistant Attorneys Quisumbing and Buenaventura, and it seems that it was filed for the sole premeditated purpose of molesting these government officials.

- In their fifth assigned error the appellants assert that the filing of the complaint of interpleader of the municipality of San Pedro should not have been declared premature and, consequently, the Colegio de San Jose and Carlos Young should have been declared in default.

In resolving the third assignment of error we already expressed the opinion that, in accordance with section 120 and good practice the court should order that the defendants litigate among themselves before any of them may file a complaint of interpleader. Applying this rule, it is evident that the first part of the assignment of error is without merit. With respect to the default of the Colegio de San Jose and Carlos Young, it suffices to state that the first and El Colegio de San Jose, Inc., are the same entity and it, as well as Young, interposed demurrers within the legal period. For these reasons, we hold that the fifth assignment of error is untenable.

- We find no merit in the sixth assignment of error impugning the striking out of pages 14 to 21 of the answer and complaint of interpleader of the municipality of San Pedro. We have already ruled that the complaint of interpleader was prematurely interposed, at least before the court had ordered that the defendants litigate among themselves, and it appears that the pages stricken out form a part of the former, wherefore, the exclusion or striking out of the said pages was not error.

- In the seventh and last assignment of error, the appellants contend that the court erred in not overruling the demurrers and petitions to strike out, and in not suspending the proceedings in this case until the final resolution of the escheat case.

In resolving the third and fourth assignments of error we already had occasion to state that in our opinion the court correctly sustained the demurrers and petitions to strike out, and as the appellants advance no new reasons, we do not feel bound to discuss extensively what is restated upon the same points in the last assigned error.

We stated at the beginning that before rendering the appealed resolution, the municipality of San Pedro asked for the suspension of the proceedings in this case for the purpose of first obtaining final judgment in the other escheat case (Special Proceedings No. 3052) commenced by the same municipality. The denial of the suspension is the object of the second part of the last assigned error. In view of the result reached in deciding the whole case, we hold that the said denial is not error. Moreover, there was no good reason to suspend the proceedings and to put off the resolution or decision, when at any rate the same result would be reached, and this is the more convincing in view of the decision rendered by this court in the aforesaid escheat case (G. R. No. 45460, Feb. 25, 1938). At all events, the appellants do not cite the violation of any law, and the suspension of the proceedings rests entirely in a sound judicial discretion, a discretion which the court exercised adversely to the municipality of San Pedro.

For all the reasons stated herein, the appealed resolution is affirmed, with the costs of this instance against all the appellants. So ordered.

Avanceña, C. J., Villa-Real, Abad Santos, Diaz, Laurel, and Concepcion, JJ., concur.

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