

R. NOLAN, ADMINISTRATOR OF THE ESTATE OF MARCELO JABONETA, PLAINTIFF AND APPELLEE, VS. MARTIN JALANDONI, ADMINISTRATOR OF THE ESTATE OF NICOLAS JALANDONI, DEFENDANT AND APPELLAN...

G.R. No. 6043. October 18, 1912

Ponente: CARSON, J.

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CARSON, J.:

This is an action of ejectment wherein both plaintiff and intervener seek to establish title to a certain parcel of land described in the complaint, and to recover possession thereof from the defendant administrator.

Although plaintiff and intervener set up conflicting claims of ownership in the land in question, both of them claim through a common predecessor in interest. Their respective contentions, as against the defendant administrator, rest on their allegations that the land originally belonged to this common predecessor in interest, who rented it to one Juan Manzano, from whom it passed to Nicolas Jalandoni, deceased, who, as it is alleged, held it as the tenant of their common predecessor in interest and continued to pay rent for it for many years. It is further alleged that at his death it passed into the possession of his administrator, the defendant in this action, who has refused and continues to refuse to pay the rent, and asserts that the estate of which he is administrator is the real owner.

The defendant administrator denies the claim that the alleged predecessor in interest of the plaintiff and the intervener was the owner of the land, and denies also the allegations as to the payment of rent therefor by either Juan Manzano or Nicolas Jalandoni, deceased. He alleges that Nicolas Jalandoni, deceased, bought this land from Juan Manzano in April, 1872, from which time he continued in quiet, pacific and uninterrupted possession under claim of ownership down to the day of his death; and that it has continued in the possession of his estate ever since. In support of his allegations, the defendant administrator introduced in evidence an admittedly genuine document which purports to be a deed of sale of a tract of land including the parcel of land described in the complaint, from Juan Manzano to Nicolas Jalandoni, dated April 30, 1872.

In support of their respective claims of ownership in the land in question, both the plaintiff and the intervener rely, substantially upon their contention that the evidence of record sustains a finding that both Juan Manzano and Nicolas Jalandoni were tenants of their common predecessors in interest to whom they paid rent for the land in dispute in this action. Of course if the evidence sustains a finding that Nicolas Jalandoni, deceased, took possession of, and held, the land merely as the tenant of the predecessors in interest of the plaintiff and the intervener, the defendant, who claims possession merely as Jalandoni's administrator, would be estopped from denying title in the landlord, and judgment against him for the possession of the land would, necessarily follow in favor of either the plaintiff or the intervener or both. We are of opinion, however, that the evidence does not sustain such a finding, and that the judgment of the lower court against the defendant must therefore be reversed.

The evidence on which counsel for the plaintiff and the intervener rely in support of the alleged relationship of

landlord and tenant consists, first, of vague, indefinite and uncertain oral testimony of several witnesses touching certain alleged payments of a small annual rental by Juan Manzano and Nicolas Jalandoni, deceased, and, second, an alleged admission of the relationship of landlord and tenant by Juan Manzano, said to be set forth in the deed of sale from him to Nicolas Jalandoni.

In our opinion the oral testimony fails utterly to establish affirmatively the fact that Nicolas Jalandoni made, at any time, any payments whatever of rent for or on account of the land in question. There is no evidence which even tends to maintain a finding that any such payments were made since 1882, and we think that the testimony as to some alleged payments made on account of this land prior to that date, is too uncertain and vague to sustain an affirmative finding that Jalandoni made any such payments. This testimony undoubtedly tends to establish the fact that some payments were made many years ago on account of this land, but the most that can be said affirmatively as to the exact date when these payments were made is that it appears from the testimony that some such payments were made by Juan Manzano prior to April 30, 1872, the date when he executed the deed of sale to Nicolas Jalandoni.

The alleged admissions contained in the deed of April 30, 1872, are found in the following excerpt therefrom.

"It must be noted that the heirs of the native Esteban Gregorio (alias Goyong), have informed Messrs. Looney & Co. that although the titles which they, the heirs, have to the land on which is erected the building belonging to their predecessor in interest do not prove such ownership, yet from pure benevolence and as a philanthropic act they have paid the latter an annual rental of twenty pesos; furthermore the undersigned in his own behalf declares that for his part the payment of said rental ceases and thus the building, as well as the land sold, is free from any gravamen, either intrinsic or extrinsic* * * * questions, usages, customs, rights, and incumbrances, without reservation, and free from all gravamen, though subject to the statement regarding the alleged rental above mentioned * * *."

But these statements of the vendor amount at most to an admission that he had, at some time prior to the sale, paid a small annual rental for the land in question. And they clearly establish the fact that at that date the vendor asserted a claim of absolute ownership in the land; denied that such payments as he had made on account of the land were made under any rental contract, claiming that they were made rather for the sake of peace and to avoid litigation ; and that in selling the land to Nicolas Jalandoni he undertook to convey the title thereto, free and unencumbered.

We think it is very clear that these statements in the document, so far as they have any probative value, while they appear to corroborate the claims and the testimony of the plaintiff and intervener that Manzano at one time paid rent for the land in question, at the same time tend to sustain the contention of the defendant that, whatever Manzano may have done prior to the date of the execution of the deed of sale, Jalandoni and the Jalandoni estate have been in continuous possession of the land in question since April 30, 1872 (more than thirty years prior to the institution of this action), occupying1 it under a claim of ownership based on the deed of sale from Manzano, who, himself, claimed the absolute title to the land at the time when he executed the deed.

But whatever the truth may be as to the alleged payments by Jalandoni, we are of opinion, and so hold; first, that the evidence of record does not sustain an affirmative finding that any such payments were made by Jalandoni, as alleged by the plaintiff and the intervener; and second, that the evidence does not sustain an affirmative finding negating the allegations of the defendant that throughout the entire period of more than thirty years during which Jalandoni, deceased, and his estate, have been in possession of the land in question, it has been held under a claim of absolute ownership.

This being an action of ejectment the burden of proof is, of course, upon those seeking to dispossess the actual occupant, and their failure to establish, by a preponderance of the evidence, their contention that the occupancy

for more than thirty years or any part thereof by Jalandoni and his estate has been under and by virtue of a rental contract, and not as claimed by the defendant under a claim of ownership, makes it clear that judgment should not have been rendered against the defendant in favor of either the plaintiff or the intervener.

The trial judge appears to have been of opinion that the judgment to be rendered in this case is controlled by our decision in the case of Jalandoni vs. Lizarraga Hermanos (6 Phil. Rep., 471), wherein the meaning and proper construction of the abovesited deed of sale of April 30, 1872, were drawn in question.

In that case the plaintiff, who is the defendant in this action sought to recover possession from the defendant, who is the intervener in this action, of a certain parcel of land which was included within the tract described in the deed of sale. But the parcel of land in question in this action is wholly different from that in the former action, and the only material fact found in the former action which was put at issue in this action and could in any event be held to be conclusive as between these parties is the fact that the citation in the deed set out above discloses that Manzano, prior to the date of the execution of the deed of April 30, 1872, paid rent for the land in question. As we have shown, however, proof of that fact alone is not sufficient to sustain a finding that Jalandoni ever made such payments; and in the absence of proof to the contrary, this excerpt from the old deed tends also to sustain the contentions of the defendant that for the last 38 years Jalandoni and the Jalandoni estate have been holding the land in question in this action under a claim of absolute ownership.

The parcels of land in question in these two actions are different sections of the larger tract described in the deed of April 30, 1872. The evidence introduced at the trial of both actions was very similar in character, as are the contentions of the parties in support of their respective claims. there is however this vital difference between the two cases. The defendant in this action was the plaintiff in the former action, and whereas in this action he is in possession, and his possession and that of Nicolas Jalandoni appear to have extended over a period of considerably more than thirty years; in the former action, as appears from the decision above referred to, it did not appear that he had ever been in possession, his claim being based strictly and exclusively on the terms of his deed from Manzano. As a result, in the former case the burden was upon him to establish his title and that of Manzano by a preponderance of the evidence, while in this case the burden of proof of their title rests upon his opponents. As appears from our remarks in the decision in the former case, the evidence adduced at the trial was not very satisfactory, and judgment for possession was denied for lack of satisfactory proof by the claimant; and as we have shown, the evidence in this case is so vague, uncertain and indefinite, that we cannot say that the claimants have satisfactorily established their contentions, and judgment for possession in their favor cannot, therefore, be sustained. In an action to recover possession of real estate the burden of proof is on the plaintiff to show that he has a better right to the possession than the defendant; and the universal rule in actions of ejectment, where plaintiff seeks to recover possession, and establish title to the land in controversy, is that he must rely on the strength of his own and not upon the weakness of defendant's title.

Actual possession of real estate for more than thirty years, under a bona fide claim of ownership, establishes a perfect title, and such a title should not be permitted to be put in doubt by an allegation that the possession was not held under a claim of ownership, supported merely by the introduction of vague, indefinite and uncertain oral testimony as to payments of small sums alleged to have been payments of rent many years prior to the institution of an action to recover possession. Testimony as to such payments is of course competent and relevant, but in the absence of satisfactory corroborative evidence and of a satisfactory explanation of the long delay in instituting proceedings for the recovery of possession after the alleged payments have ceased, vague, indefinite and uncertain oral testimony of this kind should be and will be received doubtingly, and scrutinized with care, and will rarely be held to be sufficient to maintain an affirmative finding as to the relation of landlord and tenant on which a judgment in favor of the plaintiff in an action of ejectment may securely rest.

The judgment of the court below in favor of the plaintiff and intervener should be and is hereby reversed without costs in this instance, and the complaint of the original plaintiff and the amended complaint of the intervener should be and are dismissed without delay. So ordered.

Arellano, C. J., Mapa, Johnson, and Trent, JJ., concur.

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