

**LUCAS REYES, SANTOS NORUÑA, AND JUAN ACEVEROS ROQUE,
PLAINTIFFS AND APPELLANTS, VS. MGR. JEREMIAH J. HARTY,
ARCHBISHOP OF MANILA, DEFENDANT AND APPELLEE.**

G.R. No. 6434. February 06, 1912

Ponente: MORELAND, J.

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MORELAND, J.:

The plaintiffs allege as a cause of action that Lino Cajili, a parish priest of the Roman Catholic Church at Malabon, and, as administrator of the Capellania of Malabon, on or about the 20th day of February, 1908, leased to the plaintiffs certain lands specifically described in the complaint for the period of six years from said date; that immediately on the execution of said lease the plaintiffs entered into possession of said lands and thereupon sublet most of them to other persons, retaining possession of those portions not leased; that the Archbishop of Manila, defendant in this action, by his agents and employees, entered upon said lands prior to the commencement of this action, proceeded to survey same and lease them to other persons, in contravention of the rights of plaintiffs under the lease referred to; that the plaintiffs, verbally and in writing, prior to the commencement of this action, notified the defendant, his agents and employees, of their rights in the premises, and forbade them to proceed further in what they were executing or to do any other acts in connection with said property; that by reason of said acts of defendant the plaintiffs have suffered damage in the sum of P3,000.

Upon these allegations the plaintiffs ask, in the original complaint, the following relief:

- (a) That they have judgment against the defendant prohibiting the performance of the acts above described and of any other acts in violation of the rights of the plaintiffs in the leased lands.
- (b) That the plaintiffs have judgment against the defendants for the sum of P3,000 as damages for the acts complained of.
- (c) That the court issue a preliminary injunction against the defendant ordering him, his agents and employees, to abstain from performing any act or doing anything in violation of the rights of the plaintiffs in the lands referred to during the pendency of this action.

The answer denied all of the material allegations of the complaint. It also alleged the lack of authority on the part of Lino Cajili to make the lease described in the complaint, and that the lease in question was entered into as a result of a conspiracy on the part of the plaintiffs and said Lino Cajili to prejudice the defendant and his interests.

The cause went to trial and evidence was introduced for the purpose of sustaining the allegations of the complaint and of laying a basis for the relief demanded thereunder. It appearing, however, on the trial that the lands aforesaid had, at the time of the trial, been actually seized and taken possession of by the defendant and the plaintiffs ousted from their occupation of the same, the plaintiffs, after the trial had been terminated, but prior to the submission of the case upon written argument, asked leave to file an amended complaint, which, in addition to the facts alleged in the original complaint, contained the following allegations :

"That shortly after the plaintiffs had taken possession of the lands in question they were forcibly dispossessed of the same by the defendant, through his agents and employees, who since that time have been in possession of said land, administering the same and receiving and collecting the fruits and profits thereof for his own use."

The proposed amended complaint further alleges the right of the plaintiffs to recover possession of said lands as against the defendant, and ends with the following prayer:

"The plaintiffs therefore pray:

"(a) That the court declare valid and subsisting the lease described in the complaint, executed by Lino Cajili in favor of the plaintiffs on February 20, 1908;

"(b) That the court restore and deliver to the plaintiffs the possession of said lands;

"(c) That the court reserve to the plaintiffs the right to recover the damages caused and which are being caused by the defendant during the period of his possession."

The court reserved its decision as to the motion to file the said amended complaint. The first notice that the plaintiffs had of the refusal of the court to permit the filing of the amended complaint was that conveyed to them by the decision of the court finally disposing of the case.

The plaintiffs took no special exception to the refusal of the court to permit the complaint to be amended, and on this appeal assigned no error in that regard. Their right to that relief was not in question in the court below and is not in question on appeal, the whole brief of the plaintiffs being confined, both in extent and in argument, to the facts alleged in the original complaint and the proofs made thereunder. Not having taken any exception, and not having presented the question on this appeal, either by assignment of error or by argument, this court must assume that the plaintiffs abandoned their request to file an amended complaint.

This being so, the only question remaining for our consideration is that of the right of the plaintiffs to a preliminary injunction restraining the defendant, his agents and employees, from performing any act looking to the dispossession of the plaintiffs from the lands described in the complaint.

It is a universal principle of the law that an injunction will not issue to restrain the performance of an act already done. It is the undisputed proof in this case, presented by the plaintiffs themselves, that, at the time this cause was tried, the plaintiffs had been completely dispossessed, the defendant being in full and complete possession of the lands in question and administering them in behalf of the church. This being so, the action for injunction fails.

The judgment is affirmed upon this ground alone, it not being desired by this court to place the decision on any ground which will prevent the plaintiffs from exercising any rights of action which they may have in relation to said lands against the defendant, if any. No special finding as to costs.

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

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