

**CATALINO HILARIO, REPRESENTING ANDRES GARCIA, PLAINTIFF
AND APPELLANT, VS. LA CONGREGACION DE SAN VICENTE DE
PAUL, ROBERT M. LOPER, AND HENRY M. JONES, DEFENDANTS AND
APPELLEES.**

G.R. No. 7352. March 15, 1913

Ponente: MORELAND, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-7352/>

MORELAND, J.:

This is an appeal from a judgment of the Court of First Instance of the city of Manila sustaining a demurrer to and dismissing the complaint upon the ground that it did not state facts sufficient to constitute a cause of action.

The plaintiff alleges in substance that prior to the beginning of the action he had entered into an agreement with the defendant, La Congregacion de San Vicente de Paul, called the principal defendant, whereby it leased to said plaintiff certain lands in the city of Manila for an indefinite period; that thereafter said principal defendant repudiated said agreement and leased said premises to the other two defendants, Robert M. Loper and Henry M. Jones, guaranteeing in said lease that the plaintiff in this case had no interest in said premises as lessee or otherwise and authorizing and directing them to remove him by proper proceedings; that thereafter the said Robert M. Loper and Henry M. Jones began before a justice of the peace a proceeding of dispossession against the present plaintiff wherein a judgment was rendered ordering him to vacate said premises, which, acting under the obligation of said judgment, he did; that by reason of his lease with the main defendant and his reliance thereon plaintiff had erected a house of strong materials upon said premises, and that by reason of his dispossession he was obliged to tear down and remove said house to his great damage and expense. The prayer of the complaint is for damages and costs.

This action cannot be maintained even though no account be taken of whether or not the complaint states facts sufficient to constitute a cause of action in the sense presented by the demurrer. The action is brought, as will be observed from the title, by Catalino Hilario in representation of Andres Garcia. The complaint alleges: "That Catalino Hilario, by virtue of a power of attorney executed in the city of Manila on the 31st day of January, 1911, has authority from Andres Garcia to represent him in the present action, and that he resides at No. 239 Calle Magdalena, Trozo, Manila, Philippine Islands."

It is not contended that the real party in interest, Andres Garcia, is a party to this action, or that he has appeared or taken any part therein or that he has in any manner submitted himself to the jurisdiction of the court. A judgment rendered against the plaintiff might have no force or effect against Andres Garcia. We have several times held that an action brought in this manner cannot be maintained, and this court will, of its own motion, refuse to proceed with its consideration. (*Lichauco vs. Limjueco*, 19 Phil. Rep., 12.) The question of the power of plaintiff to bring the action is raised, at least indirectly, by the demurrer based upon the ground that the complaint does not state facts sufficient to constitute a cause of action. On its face the complaint shows that there is no cause of action in favor of the plaintiff, but, rather, that the cause of action, if any, exists solely in favor of Andres Garcia. Hilario

has no interest in the controversy and stands as a naked representative of the person who does have the interest. The complaint, therefore, does not state facts sufficient to constitute a cause of action in favor of the present plaintiff.

Although this action cannot be maintained by plaintiff, we do not hesitate under the authority of said decision to dispose of the questions raised and argued on the appeal, in order to avoid, possibly, future litigation on the same subject.

The demurrer presented by the defendants Loper and Jones, was properly sustained. Certainly no legal liability existed in favor of the plaintiff as against them. All that they did was to bring an action in a court of competent jurisdiction against the plaintiff and, after due trial, secure a judgment against him. The right to bring an action is one which is accorded to every person as against every other and no legal liability can be predicated upon the use of that right unless it has been exercised maliciously and without probable cause. There is no attempt in this case to establish a cause of action for malicious prosecution. The judgment obtained, therefore, protects the defendants, Loper and Jones, in any action brought by the plaintiff in this case founded upon the legal effects of the judgment obtained in that action. Nothing in the complaint intimates that the dispossession of the plaintiff was not the direct, immediate, and necessary result of an execution of the judgment obtained against him.

The second question is whether or not the judgment obtained by Loper and Jones against the plaintiff in this case is res judicata as to an action of damages by the plaintiff against La Congregacion de San Vicente de Paul for the breach of lease whereby the plaintiff was evicted.

We are of the opinion that the action cannot be maintained against the principal defendant for two reasons: In the first place, Loper and Jones were authorized and directed in the contract which they had with the principal defendant to represent the latter and to exercise every right which it could exercise in the dispossession, of all persons upon the said premises, including the plaintiff in this action. In fact, so fully were Loper and Jones representing the principal defendant in the dispossession of the plaintiff in this action that it stood responsible in damages to them in case they, in the exercise of the rights conferred upon them, should fail in the dispossession of all persons occupying the said premises or any part thereof. It is the general rule that, although one is not nominally or formally a party to an action he will be estopped by the judgment therein if he was represented, as to his rights or interests in the subject matter, by a party legally entitled to represent him, or who actually conducted the prosecution or defense on the behalf or for the benefit of said person. (*Stout vs. Lye*, 103 U. S., 66; *Cromwell vs. County of Sac*, 94 U. S., 351; *Pace vs. Maiwell*, 62 Ga., 97; *McNamee vs. Moreland*, 26 Iowa, 96; *Carpenter vs. Carpenter*, 126 Mich., 217.)

This question having once been litigated by Loper and Jones could not be again litigated by the corporation whom they represented, namely, the principal defendant herein. If the action begun by Loper and Jones against the plaintiff in this case had resulted unfavorably to the plaintiffs in that action, a judgment against them would have been binding upon the corporation which they represented, namely, the principal defendant, touching the validity of the lease which the defendant in that action alleged he had with said corporation at the time, when it attempted to lease the lands to Loper and Jones. The question whether or not the plaintiff in this action had a valid and subsisting lease of the premises in question from the principal defendant in this case was completely litigated and disposed of in the action which Loper and Jones began against him for the possession of said lands under authority and power received from; the corporation. Every point and every question necessarily involved in that kind of an action was there determined and finally disposed of. No action could thereafter be maintained by either of the parties to that action or their privies for the redetermination of any of those questions. If the defendant in that action had demonstrated and the court had found that he had a valid and subsisting lease with La Congregacion de San Vicente de Paul that judgment would have been binding and conclusive upon said

corporation. It could not have again maintained another action against the same defendant to determine the same question. The estoppel was mutual. The defendant therein was estopped from litigating the same question with the corporation that it had litigated with Loper and Jones, its representatives, and the corporation was estopped from litigating with the defendant the same question which its representatives, Loper and Jones, had already litigated with him.

If the defendant was not entitled to the possession of the premises, then he had no action for damages against the corporation for his dispossession. But the right to possession was the very question litigated in that action and it was there found and determined finally that the defendant had no such right. In that action the plaintiffs were fighting not only with their own rights but with the additional express authority of representation with which the congregation had clothed them; they represented the congregation and the congregation was under legal obligation by express provision of the contract to stand responsible for an unfavorable outcome of the litigation. There existed, therefore, between the congregation and Loper and Jones not only a privity in the ordinary acceptance of the word but, in addition, Loper and Jones were the representatives, having interests, of the congregation and were in effect litigating for and on behalf of that corporation as well as themselves. As Loper and Jones were bound by the judgment actually obtained, so was the congregation; and as Loper and Jones would have been bound had the judgment gone against them, so the congregation would likewise have been bound. Therefore, it is but a conclusion to say that the plaintiff in this action is bound by the judgment rendered in the action in which he was defendant, and he is estopped from litigating the same question whether his action be against Loper and Jones or against the congregation.

It appearing upon the face of the complaint that the plaintiff was ousted by the execution of a judgment obtained against him in a court of competent jurisdiction, it is apparent, as a necessary legal conclusion, that an action for the recovery of damages resulting from the execution of that judgment cannot be maintained against any party to that judgment or any person with whom they were in privity or whom they were representing.

The judgment sustaining the demurrer is hereby affirmed, with costs.

Arellano, C. J., Torres and Trent, 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.