

FORTUNATO GASPAR, PLAINTIFF AND APPELLEE, VS. ANACLETO QUINDARA AND DANIEL ABUNDO, DEFENDANTS AND APPELLANTS.

G.R. No. 8140. March 16, 1914

Ponente: CARSON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-8140/>

CARSON, J.:

Plaintiff in this action seeks to eject defendants from the parcel of land described in the complaint. He claims that his father gave him the land as a wedding gift, the father having purchased it in 1901 from the original owners; that by virtue of an oral agreement between his father and the defendants, made at the time when his father purchased the land, the defendant Abundo and the predecessor in interest of the defendant Quindara secured permission to build the houses on this land now occupied by them, under an oral agreement to pay an annual rental of 15 manojos of rice for each house, and to surrender possession on demand.

A deed of sale of certain real estate to the father of the plaintiff for the sum of 100 pesos was introduced in evidence, and certain witnesses were called who claimed that they were present when the deed was executed, at which time, as they allege, the oral understanding was entered into by which permission, was given for the erection of the defendants' houses under the alleged rental agreement.

The defendants and their witnesses testified that their houses had been built long prior to the date of the alleged sale to plaintiff's father, and that these houses together with the land on which they stand had been occupied by them and their predecessors in interest ever since under claim of ownership.

The evidence of the plaintiff in support of his claim of ownership is in the highest degree unsatisfactory, and to our minds it wholly fails to establish title to the land in question. It is not by any means clear that the land in question is the land referred to in the private deed to plaintiff's father; and even if it be granted that it is, the evidence in support of title in the vendor is not convincing. Indeed, it fails utterly to establish even a better right to possession in plaintiff or his predecessors in interest than that of defendants and their predecessors in interest, unless we accept the testimony of the witnesses touching the alleged rental contract.

In support of plaintiff's allegations as to the alleged rental contract we have the testimony of plaintiff himself, and that of some of his witnesses who claim to have been present at the time when the deed of sale was executed, at which time it is said the oral agreement was entered into. But this testimony is vague, uncertain and indefinite, and falls far short of being sufficient to establish the existence of such an oral agreement.

Defendants and their predecessors in interest have been in possession of their houses and of the land on which they are constructed for more than ten years. There is not a particle of evidence of record which even tends to prove that they ever paid any rent during all that period. On the contrary, plaintiff admits that they refused so to do, and that they have persistently denied his claim of ownership and insisted that they themselves are the owners of these houses and the land on which they are built. The defendants claim that they have always paid the taxes on the land in question, and the official tax receipts corroborate their claim, at least as far back as 1908. If the testimony as to the alleged oral rental contract were true it would seem that it would have been possible for

plaintiff to offer evidence tending to support his claim that these defendants held the land in question under an agreement to pay rent therefor. But the only evidence in this regard is the testimony of one witness who swore that in 1908 and again in 1910 one of the defendants borrowed money from him, and told him that he needed the money to pay his rent to the plaintiff for the use of the land on which his house stood. But the probability that this witness spoke the truth is put in doubt by the testimony of the plaintiff himself, who swore that in both those years this defendant refused absolutely to pay any rent, and denied the right of plaintiff to demand it.

The plaintiff in an action of ejectment must show by a preponderance of the evidence a good and valid title or interest in the premises, and can only recover possession on the strength of his own title, and not because of the weakness or want of title in the defendants.

On the whole record we are well satisfied that plaintiff has failed to establish his title by a preponderance of the evidence, and we conclude therefore that the judgment of the court below should be reversed, without costs to either party in this instance, and that the complaint should be dismissed without day. So ordered.

Arellano, C. J., Moreland, Trent, and Araullo, J., 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.