

FELIPE YANGO, PLAINTIFF AND APPELLANT, VS. BARTOLOME ROMERO, ADMINISTRATOR OF THE INTESTATE ESTATE OF ISABELO ARTACHO; MARCIANO DE GUZMAN, JUSTICE OF THE PEACE OF THE MUNICIPALITY...*G.R. No. 9930. November 02, 1915*

Ponente: TORRES, J.

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This is an appeal by bill of exceptions, filed by counsel for the plaintiff, from the judgment of October 3, 1913, in which the Honorable Isidro Paredes, judge, disallowed the plaintiff's claim for damages, absolved all the defendants therefrom, with the costs against the plaintiff, and dissolved the preliminary injunction issued in the latter's behalf.

From the allegations contained in the second paragraph of the complaint of June 28, 1913, filed by Felipe Yango, it appears that on June 5, 1912, Bartolome Romero, in his capacity of administrator of the property of the intestate estate of Isabelo Artacho, filed a complaint in the justice of the peace court of the municipality of Bautista, Pangasinan, against the said Felipe Yango, in which he alleged that the latter had leased, in the year 1909 and for a term of five years, a piece of agricultural land belonging to the said intestate estate, situated in the barrio of Santa Monica, municipality of Bautista, the area and boundaries of which are set forth in the complaint; that the lessee, the said Felipe Yango, bound himself to pay P1,000 as rent for the first year, 1910, and P1,300 per annum during the following four years; that of the rent corresponding to the fourth period, which fell due in March, 1913, the defendant Yango paid only the sum of P500 and was owing the intestate estate on his account the sum of P800 which he agreed to pay on May 6, 1913; that, notwithstanding this period has elapsed and that friendly and extrajudicial demands for payment had been made upon the defendant, he had not paid the said balance due, nor any part thereof; that it was stipulated in the contract of lease that the defendant-lessee should indemnify the intestate estate for any losses and damages which might be caused thereto by his failure to pay the rents on the dates mentioned in the contract, and that, as the defendant had not paid the sum of P800 corresponding to the fourth installment, the intestate estate of the deceased Isabelo Artacho had suffered losses and damages to the extent of P100. He therefore prayed that judgment be rendered by sentencing the defendant, Felipe Yango, to deliver and to restore to the plaintiff the possession of the leased land, to pay to the plaintiff the sum of P800, in addition to the rents that successively fall due until the defendant vacate the said land, and the sum of P100 for the losses and damages caused to the intestate estate.

In the third and following paragraphs of the complaint Felipe Yango alleges that, by virtue of the complaint filed by Bartolome Romero on June 12, 1912, a hearing was had, in the absence of the defendant Felipe Yango, notwithstanding the latter's motion for a postponement of the hearing on account of its being impossible for his attorney to appear therein; that the justice of the peace overruled this motion, declared Yango in default, and sentenced him to restore to the administrator of the intestate estate of Isabelo Artacho the land described in the complaint and to pay besides P800, the balance of the rents due, in addition to the sum of P100 for losses and

damages and the costs; that, prior to the expiration of the period for the appeal, the plaintiff, Felipe Yango, on June 23, 1913, filed the proper notice of intention to appeal, in accordance with Act No. 1627, and presented two good sureties for the execution of the bond required by said Act, but that the justice of the peace maliciously and unlawfully refused to order the admission of the said appeal, and, overstepping his authority in the exercise of his duties on June 19, 1913, and before the judgment rendered by him had become final and executory, issued a writ of execution in which he ordered the deputy sheriff Tomas L. Sarmiento to put Bartolome Romero in possession of the land leased by Yango and to attach enough of the latter's property to satisfy the judgment rendered against him; that the said sheriff did in fact put the administrator Bartolome Romero in possession of the disputed land and forbade Yango's tenants to continue cultivating it, a proceeding which would be prejudicial to the interests of the petitioner, Yango, unless the court issue a preliminary injunction enjoining Romero from performing any act which might disturb petitioner's possession of the property in question; that the defendant-sheriff, complying with the said writ of execution, attached sixteen carabaos, a cow, and a house of mixed material with an iron roof, belonging to the petitioner Yango; that all the said animals had already been sold to unknown persons; that the sale of the attached house was announced for the 8th of July, 1913, and would work injury to petitioner's interests unless the court prohibited it; that all the proceedings had under the said writ were null and void by reason of their having been carried out by virtue of a judgment that was itself null and void, and contrary to law; that by reason of the facts aforesaid petitioner had suffered losses and damages to the extent of P6,000, the value of the rice, corn and other produce which plaintiff had a right to obtain and would have obtained from the said land, had it not been for defendants' unlawful acts. He therefore prayed the Court of First Instance (1) that a writ of preliminary injunction issue against the sheriff, enjoining him from proceeding with the sale at public auction of the plaintiff's attached house, and against the defendant Bartolome Romero, enjoining him from performing any act whatever that might jeopardize the plaintiff's possession of the parcel of land leased by him, and that, in view of the evidence adduced at the trial, the said injunction be made final; (2) that the defendant justice of the peace be ordered to forward to the Court of First Instance the record in case No. 77, in order that the judgment appealed from might be reversed and be held to be null and void and of no force and effect; (3) that the plaintiff be restored to the possession of the property of which he was deprived by reason of the said invalid judgment; that the sale, made by the defendant sheriff, of the sixteen carabaos and the cow be likewise declared to be null and void and of no force or effect; that the said animals be restored to their owner, or that he be paid their proper value, and that the attachment levied on his said house be dissolved; and (4), that the defendants be sentenced to pay to the plaintiff jointly and severally the sum of P9,000 for the losses and damages suffered by him, and also the costs.

By an order of June 30, 1913, the justice of the peace of the capital of the Province of Pangasinan, after the plaintiff had furnished bond, issued a writ of preliminary injunction in accordance with the petition made by Felipe Yango in his complaint.

On August 15, 1913, the defendant Tomas L. Sarmiento, as deputy municipal sheriff of Bautista, Province of Pangasinan, filed his written answer to the aforementioned complaint and asked that it be dismissed with respect to himself, inasmuch as he had no interest whatever in the matter, and had merely intervened therein in his capacity of deputy sheriff and by virtue of a writ of execution issued by a justice of the peace court.

On August 20, 1913, the defendant Bartolome Romero filed a written answer to the said complaint, denying that the justice of the peace of Bautista lacked jurisdiction to try the action brought against the plaintiff Felipe Yango for the restitution of the land in question, and recovering of rents and damages; he likewise denied the allegations contained in paragraphs 6, 7, 9, 10, 12, 15, 16 and 17 of the complaint and admitted all the other allegations not specifically denied. In a cross-complaint he sets forth that the plaintiff, knowing that he had no right so to do, maliciously and illegally sought and obtained the issuance of a writ of injunction against him, the defendant Romero, as a result of which all agricultural labor on the disputed land had to be suspended, all the benefit from

the labor performed and the money spent therefor being thereby lost; that, because of the said suspension of labor, it would be impossible to obtain the crop annually yielded by the land; and that all the losses sustained amounted to the value of 1*6,000. The defendant therefore prayed that he be absolved from the complaint, that the injunction issued against him be dissolved, and that the plaintiff be sentenced to pay the sum of P6,000 for losses and damages, and the costs.

On August 23, 1913, the defendant justice of the peace, in answer to the complaint filed against him, admitted the facts alleged in paragraphs 1 to 5 inclusive thereof and made a general and specific denial of all the others, and prayed that he be absolved from the complaint, with the costs against the plaintiff.

In answer to the defendant Bartolome Romero's cross-complaint the plaintiff denied the allegations therein contained and reproduced each and all of those of his amended complaint.

On motion of the defendant Bartolome Romero, the judge, by an order of August 30, 1913, after the filing of a bond for P1,500, dissolved the preliminary injunction issued against the said Romero.

After the trial and an examination of the evidence introduced by both parties, the court rendered the judgment aforementioned to which the plaintiff excepted and by written motion asked for the reopening of the case and a new trial. This motion was overruled, an exception thereto was entered by the plaintiff, and, the proper bill of exceptions having been presented, the same was approved and transmitted to this court.

We are called upon to decide in the case before us whether in fact the judgment rendered by the justice of the peace of the municipality of Bautista, Pangasinan, in the action to which the complaint refers, and also the sale of several head of plaintiff's cattle attached by virtue of that judgment are null and void; and whether it is proper to make final the preliminary injunction requested, to order the plaintiff lessee to be restored to the possession of the leased property, to raise the attachment levied on the house belonging to the said lessee, and to sentence the defendants to pay jointly and severally the sum of P9,000 for losses and damages.

These different claims of the plaintiff are based on the alleged illegality of the proceedings of the said justice of the peace in the action brought by the defendant Romero, as the administrator of the intestate estate of the deceased Isabelo Artacho, against the plaintiff herein, Felipe Yango. Plaintiff claims that the said justice of the peace had no jurisdiction to hear the complaint filed by the said administrator, the exclusive and sole object of which was the recovery of P800, alleged to be owing as rent, and of P100 for alleged losses and damages, for, notwithstanding that the plaintiff Yango moved for a continuance, the justice of the peace denied his motion, decreed him in default without giving him an opportunity to defend himself, and rendered judgment while fraudulently preventing him from appearing at the trial and submitting his proofs; and, besides, before the expiration of the period allowed for appeal from the judgment, as provided for by Act No. 1627, the said justice of the peace refused to allow the appeal plaintiff had presented, though the action was not one for the restitution of possession to which Act No. 1778 refers, and afterwards, overstepping his authority in the exercise of his official duties, issued a writ of execution before the judgment had become final, and at an oral trial ordered the deputy sheriff Tomas L. Sarmiento to restore to Bartolome Romero, the plaintiff, the possession of the leased property, and likewise ordered the attachment and sale of his property.

It is an indisputable fact in this case that the plaintiff, Felipe Yango, the defendant in the oral trial, held, under a lease running for the term of five years from December, 1909, a tract of land measuring 150 hectares belonging to the said intestate estate and that, notwithstanding the fact that he should have paid the administrator the sum of P1,300 as rent in the month of March, 1913, said month had elapsed and he had paid only P500, there remaining a balance due of P800; that despite the demands made upon him for its settlement and his engagement to pay it on or before the 5th of May of the said year, he had not done so. Therefore the lessor rightly brought the action for

forcible entry and detainer against the lessee, Felipe Yango, who, from the time he failed to fulfill one of the principal conditions of the contract of lease, was detaining the leased land and was in unlawful possession thereof. The said lessor therefore had a right to petition the courts for the restoration of possession of the leased land which the lessee should have vacated and released, since he' no longer was entitled to continue in Its use and enjoyment; furthermore, the lessor likewise had a right to demand of the lessee payment of rents owing, together with indemnity for the losses and damages caused by the lessee's nonfulfilment of the contract of lease.

In view of the action brought by the lessor the procedure to be followed is that provided for by section 80, as amended by section 1 of Act No. 1778, et seq. of Act No. 190.

In accordance with these provisions of law the lessor, for failure on the part of the lessee to comply with the principal condition of the contract of lease, to wit, that relative to the payment of the stipulated rent, has an unquestionable right not only to ask for the ejectment of the lessee-debtor from the property detained by him but also to demand payment of the rents owing, as well as an indemnity for the losses and damages caused to the owner or lessor. In case of a judgment favorable to the lessors, and should the lessee deem himself entitled to appeal to the Court of First Instance, the appeal must be entered within the period of five days, pursuant to the provisions of section 88 of Act No. 190, as amended by section 2 of Act No. 1778.

In the decision of the case brought by Requepo vs. Judge of First Instance and Rosales (21 Phil. Rep., 77), and in others dealing with the same matter, the following principle was laid down:

"It is provided by section 2 of Act No. 1778, amending section 88 of the Code of Civil Procedure, that if a defendant appeal from a judgment of a justice of the peace, in cases of the unlawful detainer of realty, he shall give to the plaintiff security by an obligation, with sufficient sureties, approved by the justice of the peace, to enter the action in the Court of First Instance, and to pay rents, damages and costs, and that the defendant and the sureties shall be liable upon their obligation for damages and costs, down to the time of the final judgment. And, further, that an appeal shall not be allowed until such obligation has been filed and it is proven that, at the time of the appeal, all money adjudged to be due from the defendant to the plaintiff has been either paid to the plaintiff or deposited in court."

The complaint filed by Bartolome Romero contains, besides other requests, an express petition that the defendant Felipe Yango deliver and restore the possession of the leased land to the plaintiff, and the title of the action brought by the said Romero was one for the recovery of possession, collection of rents and payment of damages. Therefore the incorrect allegation made by Felipe Yango is not admissible and the finding made by the court below in the judgment appealed from must in justice be sustained, to wit, that the procedure observed by the justice of the peace of Bautista was in accordance with the provisions of Act No. 1778. The record discloses no legal ground nor just reason for holding that the justice of the peace, acceding to any unlawful and unjust claims of the lessor, Bartolome Romero, violated any provision of law with respect to the requirements of a complaint in an action for forcible entry and detainer or restitution of possession, filed under the conditions established by law, and which regulates the course of procedure that the justice of the peace must follow until final judgment is rendered.

As no appeal from the judgment of the justice of the peace was entered within the statutory period of five days it logically follows that the justice of the peace lawfully could not allow the said appeal filed out of time, and therefore if the judgment became final and executory it should have produced its legal effects against the defendant, who did not know how to make use of his right in time.

For the foregoing reasons, and as the record discloses no legal ground whatever to support a finding that the judgment rendered by the justice of the peace and the other proceedings of attachment and sale by the sheriff are null and void, and holding the judgment appealed from to be in accordance with law and the merits of the case,

the said judgment should be, as it is hereby, affirmed, with the costs against the appellant. So ordered.

Arellano, C. J., Johnson and Araullo, JJ., concur.

Trent, J., dissents.

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