

[ G.R. No. 2241. April 27, 1906 ]

**PRUDENCIA DEL ROSARIO AND HER HUSBAND SLLVERIO CABRERA,  
PLAINTIFFS AND APPELLANTS, VS. SEVERINA LERMA AND HER HUSBAND,  
MANUEL ALMEDA, DEFENDANTS AND APPELLEES.**

**D E C I S I O N**

**ARELLANO, C.J.:**

The plaintiff, Prudencia del Rosario, in her complaint filed in this case, seeks to recover from the defendants possession of the tract of land described in the complaint, and damages, as follows: 1,000 pesos (kind of currency not stated), earnings of which she was deprived; 500 dollars, gold, earnings received by the defendant from the said land , and 500 dollars, gold, for her unlawful dispossession. The dispossession to which the plaintiff refers was due to a judgment entered by a justice of the peace of Manila in an action of ejectment brought by the defendant in this case against her, from which judgment, dated January 28, 1902, the plaintiff in this case did not appeal. This judgment could have been executed had not the execution been temporarily stayed. As to this point the decision of the trial court contains the following findings:

“That Manuel Almeda, as husband and legal representative of Severina Lerma, brought an action in the justice court of the city of Manila against Prudencia del Rosario to recover the possession of the two parcels in question, she having failed to pay the rent due for the occupation of the land; that the justice of the peace decided the case in favor of the plaintiff, holding that the allegations contained in the complaint had been fully established, and that the defendant, Prudencia del Rosario, did not appeal from said judgment within the time prescribed by law.”

There is no doubt as to the identity of the land, which was the subject of the action in the

justice court and of the present case originally brought in the Court of First Instance of the city of Manila.

The plaintiff in this case has presented no documentary proof of her ownership of the land claimed by her; she has attempted to prove nothing but the possession of the property, but sets up title by inheritance when she alleges that she is a woman 50 years of age and that she had been in possession of the land for about seventy-five years prior to the rendition of judgment in the Court of First Instance, thus adding to the period she herself had been in possession of the land the time her brother, Martin, and prior to that their ancestors, had been in possession of the same. But the court in its decision makes the following finding: "That Prudencia del Rosario, and before her, her brother Martin, and prior to that their ancestors, had been in possession of the parcels of land in question, having cultivated the same as mere tenants, and that the plaintiff in this case had entered into a contract of lease of the land in question with Jose Lerma, the father of Severina Lernia, the wife of the defendant in this case, which said lease is in writing and was signed by the said plaintiff, Prudencia del Rosario, on the 3d day of May, 1897."

It thus appears that the plaintiff does not claim a right to the possession of the land, but merely alleges the fact that she has been in possession of the same. She occupied this land, not as the owner, but with the consent of Jose" Lerma y Lim, the father of the defendant Severina Lerma, who was the real owner of the land.

Prudencia del Rosario occupied the land she now claims merely as a tenant. She having failed to pay the rent stipulated in the lease, she was ousted therefrom by virtue of the aforesaid judgment of the 28th of January, 1902, which is now final.

Prudencia del Rosario, according to the evidence introduced by the defendants in this case, signed not one, but two contracts of lease entered into with Jose Lerma, the owner of the land, one on the 26th of August, 1893, and the other on the 3d of May, 1897, to which the judgment appealed from refers. These contracts were signed by her in the presence of witnesses who testified as to the execution thereof. This act on the part of the plaintiff is not the only conclusive proof against her alleged right of possession, but there is still another act of hers evidenced by a document executed by her and her husband, Silverio Cabrera, on the 1st day of October 1895, in the presence of two witnesses. In this document Prudencia del Rosario and her two nephews, Manuel and Flaviano del Rosario, pledged two of the tracts of land in controversy to Sixto de la Cruz for the sum of 100 pesos, clearly stating therein the source of their occupation and tenancy of the tracts so pledged as follows:

“Whereas we have inherited from our deceased father a tract of land in Bacoor and three parcels of pasture land *which he held under a lease from Jose Lerma,* we hereby pledge \* \* \*.”

In view of the evidence which the plaintiff’s own acts furnish, the following conclusion may be drawn: that such a possession as tenant, whatever its duration might have been, can not vest title by prescription, since the law requires that in order to acquire title by prescription possession must be adverse under claim of ownership. The plaintiff in her testimony invariably answered questions as follows: “I do not know positively;” “I don’t know as to that;” “I know nothing;” and when the document evidencing the pledge was shown to her for identification she said, “I can not see it;” and she finally denied that she was able to sign her name. But the defendants also introduced documentary proof, taken from a judicial possessory proceeding instituted upon the petition of Mariano Hernandez in the same Court of First Instance in which this action was brought, to the effect that she, the plaintiff, having been cited in those proceedings as one of the owners of the land adjoining the tract in question, signed the citation in question, as certified to by the clerk of the court who acted in such proceedings; her last answer thus being proved false. And there is no proof of her alleged possession and ownership of the land other than her own statement. She merely alleges that she inherited the land from her brothers, who had inherited it from their parents, the latter in turn having inherited from their parents. This evidence, if it can be considered as such, can not be taken into consideration to overcome the documentary and parol evidence introduced at the trial by the other side. This latter proof was sufficient to dismiss, as the Court of First Instance did dismiss, the “prayer of the plaintiff for possession and title.

But the Court of First Instance further refers to the title deeds introduced by the defendants in this case. The fourth and fifth findings of the court below are as follows: “That Jose” Lerma y Lim, the father of Severina Lerma, the wife of the defendant, acquired from the Dominican Friars and obtained by composition with the Spanish Government the ownership of a tract of land in the barrio of Tayuman of the town of Tondo of the Province of Manila; that the title deed to the said land was duly recorded in the Registry of Property, and that the parcels of land in question are included in the tract described in the said deed; that Severina Lerma, the wife of the defendant, was awarded the said property in the partition of her father’s estate, she having recorded her interest therein in the Registry of Property \* \* \*.”

The court below thus recognized the following rights in the defendant, Severina Lerma, to wit: The right of inheritance, not general but specific, as to a certain portion of the estate of her deceased father, awarded to her in the formal partition among the heirs. Her title was duly recorded in the Registry of Property. This title she acquired by virtue of the partition made under a valid will executed by her deceased father, Jose Lerma; the right of ownership under the purchase of this land from the Corporation of Dominican Friars by her deceased father, Jose Lerma; and the further right of ownership under the patent obtained from the Spanish Government to strengthen her title obtained from the Dominican Friars. The court below therefore properly found that Severina Lerma was the owner of the land in question and that the plaintiff was never in adverse possession thereof, but was in possession as a mere tenant; that the plaintiff had not been unjustly deprived of the possession of the land by the defendant, but that she was deprived of such possession by a final judgment rendered in an action for ejectment brought against her; and consequently that she is not entitled to the remedy prayed for in her complaint, nor to have the temporary injunction therein issued made perpetual. The decision of the court below is as follows:

“The complaint is dismissed, and it is hereby ordered that the sheriff of the city of Manila proceed with the execution of the judgment of the justice court in the case of Manuel Almeda vs. Prudencia del Rosario, and that the latter pay the costs of these proceedings.”

This court finds that none of the errors assigned by the appellant, particularly the sixth error, were committed by the court below in its judgment, which is therefore hereby affirmed, and the defendant acquitted of the complaint, with the costs of this instance against the plaintiff. After the expiration of twenty days let judgment be entered in accordance herewith. So ordered.

*Torres, Mapa, and Carson, JJ., concur.*