

2 Phil. 766

[G.R. No. 411. April 23, 1902]

**DONALDSON, SIM & CO., PLAINTIFFS AND APPELLANTS, VS. SMITH, BELL & CO.,
DEFENDANTS AND APPELLEES.**

D E C I S I O N

LADD, J.:

This is an action to recover damages alleged to have been sustained by the plaintiffs by reason of the defendants' wrongful occupancy of certain warehouses in Manila from the 2d to the 14th of May, 1900, inclusive. The buildings in question were the property of Luis R. Yangco, and had been leased by him in July, 1899, to the military government of the United States, by which they had been sublet to the defendants under an arrangement the details of which it is not necessary to state. Yangco objected to the occupancy of the buildings by the defendants, and on the 11th of April, 1900, the Chief Quartermaster of the Army, acting apparently under a misapprehension as to the facts respecting the defendants' arrangement with the Government, addressed a letter to them, stating that the records of the office failed to show that they had any right to the occupancy of the buildings, and requesting that they be vacated at once. On the 30th of April the lease from Yangco to the Government was terminated by mutual consent. On the 1st of May, Yangco leased the buildings to the plaintiffs for one year. On the same day the plaintiffs notified the defendants of the lease, and requested them to vacate the buildings within twenty-four hours. This the defendants declined to do, and continued in the occupancy of the warehouses, or some of them, to the exclusion of the plaintiffs, till subsequently to the 14th of May. The judgment in the court below was in favor of the defendants, and the plaintiffs appealed.

The decision of this case does not involve the determination of the character of the defendants' occupancy of the warehouses, whether wrongful or otherwise, as between them and the Government, or as between them and Yangco. The only question is whether the defendants have failed to perform any duty which they owed to the plaintiffs. Whatever

rights the plaintiffs had in the premises during the period in question, viz, from the 2d to the 14th of May, originated in and depended upon their contract with Yangco for the lease of the buildings. Not having entered into possession under their lease, they had acquired no rights in the leased property in the nature of rights in rem, and which third persons were therefore bound not to infringe. Article 1560 of the Civil Code, which gives the lessee a direct action against a trespasser, is confined to the case of an actual interference with the lessee's use of the property. Here such use by the plaintiffs had not begun when the alleged wrongs were committed.

Article 1902 of the Civil Code, relied upon by the plaintiffs, established the general principle of liability for damage caused by fault or negligence, but there can be no fault or negligence where, as in the present case, there was no obligation resting upon the person causing the damage to exercise diligence as respects the injured person.

The failure to establish any legal relation between the parties, giving rise to rights in the plaintiffs and corresponding duties on the part of the defendants, as respects the occupancy of the buildings in question, is fatal to the plaintiffs' recovery in this action. Their remedy, if they have any, is against the lessor, under articles 1554 and 1556 of the Civil Code.

The judgment must be affirmed, with costs. So ordered.

Arellano, C. J., Torres, Cooper, Willard, and Mapa, JJ., concur.