

Title:

Gabriela Vda. de Mendoza vs. Gregorio Palacio

Facts:

In the case before the Supreme Court, Gabriela Vda. de Mendoza, the plaintiff and appellee, sought the execution of a decision by the Court of First Instance of Manila dated January 22, 1946, to oust Gregorio Palacio, the defendant and appellant, from the premises in question. The request for the execution was prompted by Palacio's failure to pay or deposit the rent of P25 for July on or before August 10, 1946, as required for the stay of execution pending appeal.

Palacio's defense was two-fold: (a) he had not only filed the appeal bond but had also deposited a four-month rent supersedeas bond of P80 on October 6, 1945, and (b) contended that section 9 of Rule 72 of the Rules of Court does not explicitly require that monthly rentals should be paid or deposited within the first ten days of the calendar month. The procedural aspect of the case evolved as follows: upon failure to deposit the required monthly rental, Mendoza filed a motion in the Supreme Court for execution of the lower court's decision.

Issues:

1. Whether the supersedeas bond deposited by the appellant excuses him from the obligation of paying or depositing the current rents pending his appeal to the Supreme Court.
2. Whether Section 9 of Rule 72 requires the monthly rentals to be paid or deposited within the first ten days of the calendar month.

Court's Decision:

1. In resolving the first issue, the Court referred to the Mitschiener vs. Barrios case, where it was established that a supersedeas bond cannot substitute for the payment or deposit of current rents during an appeal. The Court reiterated this principle and held that Palacio's deposit does not absolve him from his obligation towards the current rents due during the pendency of his appeal.
2. For the second issue, the Court interpreted that although Section 9 of Rule 72 does not specifically provide a timeframe for the payment or deposit of the rents during an appeal, logic and fairness imply that the tenant should not have the discretion to delay these payments, which could impede judicial process and prejudice the rights of the landowner.

The Court analogized the legal position of parties pending appeal from the justice of the peace court to the Court of First Instance to that of parties with a pending appeal to the Supreme Court, and concluded that it was logical to follow a similar procedure in both scenarios.

Doctrine:

The doctrine established in this case is that a supersedeas bond does not replace the obligation of a tenant to pay or deposit current rents due during the pendency of an appeal, and that the tenant must pay or deposit the rents within the same time frame as established for lower courts, regardless of the appeal's progress.

Class Notes:

- A supersedeas bond does not relieve the appellant from paying or depositing rents due during the appeal process (refer to *Mitschiener vs. Barrios*).
- Payment or deposit of rent pending appeal must be made in a timely manner consistent with lower court requirements as per the analogy between Section 8 and Section 9 of Rule 72 of the Rules of Court.

Historical Background:

At the time of this decision, post-World War II Philippines was undergoing significant legal stabilization, with the Supreme Court asserting principles to guide appeals and the execution of judgments to ensure justice and equity during the recovery period. This case reflects the Court's commitment to addressing ambiguities in procedural rules to ensure clear expectations and fairness for all parties involved in appellate litigation.