

LUCIA GOMEZ, ET AL., PLAINTIFFS-APPELLEES, VS. ÑG FAT ET AL., DEFENDANTS-APPELLANTS.*G.R. Nos. L-93 & L-94. April 25, 1946*

Ponente: PARAS, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2de9f4655dc8/>**PARAS, C.J.:**

In these two cases, one against Dee Choy Pio Lee, lessee of house No. 907 Benavides, Manila (G. R. No. L-93), and the other against Ñg Fat, lessee of house No. 909 Benavides, Manila (G. R. No. L-94), the ejectment of the defendants is prayed for by the plaintiffs on the alleged ground that "in view of defendants' breach of the contract of lease, the non-payment of the aforesaid monthly rentals, the same has been terminated by the plaintiffs." Defendants' answer is that their failure to pay the rentals from February, 1945, up to the date of the complaint, was due not only to plaintiffs' demand for increased rentals but to the fact that the latter had stopped sending their collector. The Court of First Instance of Manila, upon appeal from the municipal court and after a joint trial de novo, rendered judgment in favor of the plaintiffs, from which the defendants have appealed.

Appellants' defense is meritorious. It is hard to believe that they would either desire or afford to lose their leaseholds at a time (in and after February, 1945) when there was already an acute house shortage in Manila, and much less by defaulting in the payment of what, by plaintiffs' own admission, they had regularly paid since 1941 until January, 1945. It is more probable that the appellants hesitated and refused to pay, in view of plaintiffs' demand for an amount greater than the agreed rental, namely: from Dee Choy Pio Lee, P50 instead of P32, and from Ñg Fat, P80 instead of P37. As a matter of fact, the Court of First Instance ordered appellant Ñg Fat to pay monthly the sum of P37 from February, 1945, notwithstanding plaintiffs' claim that the stipulated rental was P55.00. Appellants' default, therefore, is not one which can serve as a ground for dispossessing them under article 1569 of the Civil Code. (Belmonte vs. Marin, p. 198, ante, or under Rule 72, of the Rules of Court.)

It may also be remarked that appellants' alleged default cannot give way to their ejectment, since it is attributable in part to plaintiffs' omission or neglect to collect. (Mañalac vs. Garcia, p. 216, ante.) There being no agreement between the parties herein, the place of the payment of the rent is the domicile of the lessees. (Articles 1574 and 1171, Civil Code.) Indeed, plaintiffs' admission that "sometimes we sent a collector but most of the time they did not pay to the collector", tends to support appellants' theory that it was at least plaintiffs' practice to call for the rents. Plaintiffs' inability to send their collector is easily explained by the fact that in February, 1945, and thereabouts, conditions in Manila were very far from being normal and orderly and that the plaintiffs might still have been in places of evacuation, the latter possibility being somewhat confirmed by the circumstance that the appellants had to pay the rentals for December, 1944, and January, 1945, by postal money order, a facility which was not yet available in February, 1945.

In answer to plaintiffs' further allegation that appellant Ñg Fat, without their consent, had admitted subtenants in his leasehold, it is sufficient to state that in the absence of express prohibition in the lease contract, the lessee may sublet the whole or any part of the thing leased. (Article 1550, Civil Code.)

Neither can appellants' ejectment be based on the termination by the plaintiffs of the lease contracts, inasmuch as the alleged termination is premised on the specific ground that the appellants had defaulted in the payment of the agreed rentals, which we have already overruled. At any rate, there is nothing in plaintiffs' evidence which suggests that they are invoking another cause for judicially dispossessing the appellants independently of the alleged non-payment of rents.

The judgment appealed from is hereby reversed, and the complaints dismissed, with costs against the plaintiffs. Plaintiffs, however, are allowed to withdraw all deposits made by the defendants as payment of rents overdue.

SO ORDERED.

Moran, C.J., Jaranilla, Feria, Pablo, and Briones, JJ., 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.