

BERNABE MIRASOL, PLAINTIFF-APPELLANT, VS. ANTONIO MAGSUCI, BIBIANO LAYGO AND CRISANTA NATAL, DEFENDANTS-APPELLEES.*G. R. No. L-17125. November 28, 1966*

Ponente: REGALA, J.

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This is an appeal from the decision of the Court of First Instance of Iloilo dismissing the plaintiff-appellant's complaint for unlawful detainer under Civil Case No. 3963.

On May 2, 1956, Bernabe Mirasol filed with the Municipal Court of Iloilo an action for unlawful detainer, with prayer for damages, against the defendants-appellees herein, Biblano Laygo, Antonio Magsuci and Crisanta Natal. After trial, judgment was rendered in favor of the plaintiff. The above-named defendants were ordered to vacate the premises in question and to pay for the use and occupation of the same. On appeal to the Court of First Instance of Iloilo, the above decision was reversed, against which reversal the plaintiff perfected an appeal. In the Notice of Appeal, the plaintiff stated that he was appealing to the Supreme Court. However, somehow, the records of this case were transmitted to the Court of Appeals. This latter court, on noting the above, certified the case to this Court which accepted it under its resolution of June 28, 1960.

The land in dispute refers to a 2,286 square meter lot situated in the District of Manduriao, Iloilo City. It is registered with the Iloilo Registry under the names of Jose and Asuncion Miraflores, brother and sister and both deceased, for 2/5 and 3/5 shares respectively, as Lot No. 2575 of the Cadastral Survey of Iloilo. Until the filing of the case at bar with the Municipal Court of Iloilo, the respective shares of the above co-owners were still unsegregated.

On June 15, 1955, the heirs of Jose Miraflores, namely: Desiderio, Leticia and Josefina, all surnamed Miraflores, conveyed in absolute sale to the plaintiff-appellant, Bernabe Mirasol, the latter's 2/5 share therein. A day later, or on June 16, 1955, the same children of Jose Miraflores, but this time in their capacity as devisees and legatees of their aunt, Asuncion Miraflores, entered into a "contract to sell" Asuncion's share in the abovementioned lot with the same plaintiff-appellant, Bernabe Mirasol, on condition that, among others, the latter would advance the expenses necessary for the probate of the will of Asuncion Miraflores. On September 15, 1955, Desiderio Miraflores wrote a letter to the plaintiff-appellant to advise him of the rescission of the above contract to sell in view of the latter's failure to pay "for all the expenses" incurred in the proceedings over Asuncion's will.

It turned out that on February 6, 1951, however, the heirs of Jose Miraflores, thru their attorney-in-fact, Jose Mesa, had leased to the herein defendant-appellees the latter's 2/5 share in the aforementioned lot. Only the agreement with appellee Antonio Magsuci, though, was reduced to writing, the other two defendants having merely entered into an arrangement with Jose Mesa whereby, for P5.00 a month, they were allowed to stay in the premises in question. The contract with defendant Antonio Magsuci was for a period of three (3) years, renewable

for another two. This option was exercised so that the lease was extended up to February 6, 1956. On March 23, 1956, however, Jose Mesa renewed the said agreement for another three (3) years, or until February 6, 1959. This agreement of March 23, 1956, though, is assailed by the plaintiff-appellant as null and void on the ground that at the time of its execution, the leased property had already been sold to the appellant and Jose Mesa, therefore, had no longer any authority to convey or encumber the same. In the original as well as in the renewed contracts, the parties expressly agreed that the leased portion would be used to put up a gasoline station.

On August 9, 1955, the plaintiff wrote a letter to the defendant-appellee Antonio Magsuci, requesting that the latter's rental for the property occupied by him under the lease contract mentioned above be paid to him or his lawyer inasmuch as he had bought the said property from the said defendant's lessors. On August 22, 1955, Antonio Magsuci rejected the above request on the ground that he never had any agreement, verbal or written, with the plaintiff. There are no records of similar correspondences between the plaintiff and the other defendants, Bibiano Laygo and Crisanta Natal. Subsequently, however, all three defendants were served letters of demand to vacate the premises in question by the plaintiff and when the said defendants refused to do so, the plaintiff initiated the case at bar.

In dismissing the complaint, the trial court held:

"There is no dispute that the plaintiff is the owner of 2/5 undivided portion of lot 2575 of the cadastral survey of Iloilo. But with respect to the 3/5 portion of said lot, the plaintiff cannot claim absolute ownership of same for the reason that the contract to sell is not a final deed of sale which gives rise to the claim of absolute ownership of the land by the plaintiff. In Special Proceeding No. 1163, the ownership of the 3/5 portion of said lot 2575 is still under litigation between the heirs of Encarnacion Miraflores on one hand and Desiderio Miraflores and his two sisters on the other. The case is still pending before the Court. The conditional contract to sell is predicated on the final probate of the will of deceased Asuncion Miraflores. If the will is not probated, Desiderio Miraflores and his two sisters cannot execute a final deed of sale in favor of the plaintiff. On top of this predicament is the move of Desiderio Miraflores in withdrawing the promise to sell the 3/5 portions of the land to the plaintiff. (Exh. 11). This makes the claim of ownership of the plaintiff precarious indeed. It should be borne in mind that the 2/5 portion belonging to the plaintiff is not as yet segregated and we cannot say that the gasoline station of the defendant is built exactly on said 2/5 portion belonging to the plaintiff. It being shown that the plaintiff has no absolute and definite claim of ownership of over 3/5 portion of the land; there being no positive proof that the gasoline station of the defendant is built in the 2/5 portion belonging to the plaintiff; the defendant had been paying the rentals due in accordance with the contract of lease which is due to expire in 1959 this action for unlawful detainer is premature. The plaintiff may contend that the contract of lease was not duly registered in the office of the Register of Deeds and there it has no effect on him, but the fact that the gasoline station existed long before the deed of promise to sell was executed is a more effective and concrete notice to the plaintiff of the existence of the lease rights of the defendant Magsuci. Besides, the original lease provides that the lessor shall make a reservation in the deed of sale that the purchaser shall be bound to respect the lease."

We find for the plaintiff-appellant.

To begin with, the portion of the property leased by the heirs of Jose Miraflores to the defendants-appellees and from which the latter are sought to be ejected is the very same 2/5 portion sold in absolute sale by the said heirs to the plaintiff-appellant. Consequently, it is entirely immaterial that it is unsegregated from the totality of the whole parcel and that the ownership over the remaining 3/5 portion is unsettled since the said defendants-appellees' right to stay in the premises in question is confined and limited to the 2/5 portion pertaining to the plaintiff-appellant. Wherever else in the entire lot might the said 2/5 portion be ultimately designated, there and there only could the defendants-appellees have constructed the gasoline station mentioned in the lease contract. Thus, and contrary to the lower court's ruling, there need be "no positive proof that the gasoline station of the defendant is built in the

2/5 portion belonging to the plaintiff." That gasoline station could not have lawfully been constructed elsewhere.

To be sure, it will not matter the least who eventually owns and where the remaining 3/5 of the lot in question is finally located. It is not, after all, involved in any way in the only defense asserted by defendants-appellees: namely, the existence of a lease agreement over the 2/5 portion.

Then, too, upon the purchase of a leased property, and proper notice by the vendee to the lessee, the latter must pay the agreed rental to the new owner (*De Jesus v. Sociedad*, 23 Phil. 76) since the sale places the vendee into the shoes of the original lessor to whom the lessee bound himself to pay. When, therefore, notwithstanding such notice the herein appellees refused to pay their respective rentals to the plaintiff-appellant, the new owner, the latter became entitled to evict the lessees from the premises and to recover from them the unpaid rent thereon.

In connection with the abovementioned notice given by the plaintiff-appellant to the herein defendants-appellees, it may be mentioned that the said appellees had absolutely no ground to disbelieve or even doubt the truth of the plaintiff's claim of ownership over the leased property nor his right to the rentals therefor. While the said notice was signed by the plaintiff's counsel, Atty. Leon P. Gellada, it also had, below the letter, the following note:

(Sgd.) BERNABE MIRASOL

With our conformity

(Sgd.) DESIDERIO MIRAFLORES

(for himself and for Leticia and Josefina, surnamed Miraflores)"

Finally, we find merit in the plaintiff-appellant's contention that the agreement of March 23, 1956 between Antonio Magsuci and Jose Mesa, the Mirafloreses' attorney-in-fact, extending the lease period up to 1959, was null and void. It should be recalled that the sale in favor of the plaintiff-appellant of the very same property involved in the above lease agreement took place on June 15, 1955. Notice of this sale was given to the defendants sometime in August, 1955. Therefore, on March 23, 1956, Jose Mesa no longer had any authority to contract for the said property since he was merely the attorney-in-fact of the Mirafloreses who, by then, were no longer the owners of the same. All these, Antonio Magsuci had actual notice of.

We hold, therefore, that the plaintiff-appellant's notice to the herein appellees sometime in August 1955 that he had bought the leased property and that, therefore, the rentals on it should be delivered to him, obliged the said appellees, as lessees to comply with the demand. When they failed to do so, the plaintiff-appellant acquired the right to evict them from the premises and to recover from them the unpaid rent.

The increase in rent demanded by the plaintiff-appellant from the defendant-appellee Antonio Magsuci should begin to run only from February 6, 1956, when the original lease contract, as extended pursuant to the option therein granted to the lessee, expired. Prior to this date, the rent should be computed at the rate stipulated in the said original contract. For the defendants Bibiano Laygo and Crisanta Natal, the rent of P10.00 a month, as demanded by the plaintiff-appellant in his letters to them of April 14, 1956, may be allowed to start from the date their receipt thereof considering that they had no formal contract with the heirs of Jose Miraflores and that their informal arrangement with Jose Mesa, the said heir's attorney-in-fact, was on a month to month basis. (Art. 1687, Civil Code)

WHEREFORE, the decision appealed from is hereby reversed. The defendants-appellees are directed to vacate the premises in question and to pay the herein appellant the amounts above-specified up to and until the said appellant shall have actually recovered from them the possession of the said property, plus legal interest from the filing of the complaint and costs.

Concepcion, C.J., Dizon, Makalintal, Bengzon, J. P., Zaldivar, Sanchez and Ruiz Castro, concur.

Reyes, J. B. L., J., concurs in separate opinion.

CONCURRING SEPARATE OPINION

REYES, J.B.L., J.:

I concur on the basis that the lessee Magsuci and the lessor having understood that the lessor's 2/5 share in land owned in common is that portion where the gasoline station was later erected by the lessee Magsuci, the latter is in estoppel to contend that his lessor's share was anywhere else

For the same reason, the other lessees can not now be heard to dispute that the lots occupied by them are not in the share corresponding to their lessor.

It is elementary that a lessee can not deny his lessor's title to the property leased as of the time the lease was entered into.

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