

FERNANDO REYES, PLAINTIFF-APPELLEE, VS. PELAGIO LOPEZ, DEFENDANT-APPELLANT.

G.R. No. L-86. April 26, 1946

Ponente: BENGZON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/ffc667bc5d9c/>

BENGZON, J.:

Ejectment suit coming from the municipal court, thru the Court of First Instance of Manila.

Plaintiff's case: He is, and has been for the last five years, the lessee of the apartment at 1510 Rizal Avenue belonging to Mrs. Rosa T. Gabriel. In October, 1944, he subleased the upper floor to defendant Pelagio Lopez, the agreement being that both would pay the rent and the light and water consumption on a fifty-fifty basis. At that time the owner charged P40 a month; but this was raised to P50 in February, 1945, and again to P65, beginning April of the same year. Defendant satisfied his share of the rent up to January, 1945, but failed to pay for the succeeding months. He also did not pay his part of the light bill amounting to P49.60. The complaint was filed in May, 1945, after the reglementary notice to vacate.

Defendant's theory: About the end of September, 1944, he purchased plaintiff's right to the premises for the sum of two thousand five hundred pesos (P2,500.00) and gave the latter three months within which to move out, with permission, however, to occupy, meanwhile, the second floor. In November, 1944, he evacuated to the provinces, and when he returned to the city after Its liberation, he found plaintiff claiming possession as lessee of the whole apartment.

Decision of the court a quo: There was no sale of lease rights. The agreement was a sublease, as plaintiff asserts. For having defaulted, defendant must vacate and pay a monthly rent of P32.50 from March 1, 1945, up to the date he surrenders the premises, plus the additional sum of P16.80, representing one-half of the light bill, plus costs.

Discussion: To establish the alleged sale, defendant introduced no document subscribed by plaintiff, merely offering his testimony and seeking corroboration in the assertions of his brother Gregorio, and Exhibits 1 and 4. The latter swore that Pelagio was a partner in the business "Gregorio Lopez & Company," having office at the Crystal Arcade Building and 1512 Rizal Avenue; that "the transaction" between Pelagio and the plaintiff was consummated, he having been the one who handed the money (P2,500) to Pelagio for delivery to Reyes, after "accomplishing the voucher, Exhibit 1, and making an entry in the ledger (Exhibit 4); that he was the accountant of Gregorio Lopez & Company; that the voucher bears his initial - not the signature of Fernando Reyes - because it was an established custom that when the creditor did not sign the voucher upon receipt of the money, he signed it for such creditor. He admitted, however, that when he initialed the paper for and on behalf of Reyes, the latter was "downstairs." (p. 14 s. n.)

After reading the stenographic notes and the documentation, we find It easy to share the judge's disbelief in the existence of such sale. Not that we deny probative value to regular entries in merchant's books of account[1] but because we are satisfied that the documents— necessarily self-serving—must yield to the superior force of impugning circumstances.

The voucher, Exhibit 1, reads as follows:

"GREGORIO L. LOPEZ & CO.

"CASH VOUCHER

No. 160

JOURNAL FO 2/11

"Fernando Reyes

Sept. 23, 1944

Name of Creditor

Date

"1510 Rizal Avenue

"Address

"Payment for—

Amount

"Transfer of right of occupancy on his residence at 1510 Rizal Avenue.

P2,500

I hereby certify to have received the above amount in full/partial settlement of my transactions with said company.

"Received Payment

By: "GIL

"Creditor"

A trained accountant, as Gregorio Lopez is, would have gotten the creditor's signature, who was only "downstairs". And as there was no relation between Gregorio Lopez & Company and Fernando Reyes, why should Reyes be the former's creditor?

On the other hand, it is significant that Pelagio Lopez never made any payment of rent directly to the owner of the house, Rosa T. Gabriel, even up to May, 1945, when the complaint was filed. Neither did he make any attempt in that direction. More, he confessed never to have informed such owner of the alleged transfer of leasehold rights, notwithstanding his own admission that he was in Manila since February, 1945, was acquainted and had dealings with such owner, as tenant of her adjoining apartment No. 1512.

Now, bearing in mind that under the Rules, a note or memorandum subscribed by the adverse party is generally required to prove an agreement for the sale of real property or "of an interest therein" (Rule 123, sec. 21), we are impelled to conclude from the proven facts that the trial judge committed no error in holding appellant made out

no defense.

Judgment affirmed, with the understanding that, as ordered by our resolution of January 15, 1946, the monthly rental payable by defendant shall be P40 from August, 1945. Appellant shall pay the costs.

SO ORDERED.

Ozaeta, De Joya, and Perfecto, JJ., concur.

Ozaeta, J.: I hereby certify that Mr. Justice Hilado voted to affirm the judgment as herein ordered.

[1] See *Iguildez v. Levy Hermanos*, 51 Phil. 757.

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.