

[G.R. No. 3352. March 21, 1907]

JOSE CRISPULO DE LOS REYES ET AL., PLAINTIFFS AND APPELLANTS, VS. THE MINORS PIO AND CLOTILDE DE LOS REYES, REPRESENTED BY THEIR GUARDIAN, ANICETA BORJA, DEFENDANTS AND APPELLEES.

D E C I S I O N

MAPA, J.:

The plaintiffs and the defendants are coowners or joint owners in and by inheritance of two houses situated on Calles Trinidad and Quiotan, respectively, of this city, in the proportion of a one-fifth part to each one of the former, the plaintiffs, and another fifth part to the latter, the defendants. The complaint herein prays for partition of said houses and the defendants, represented by their guardian, acquiescing in such request or prayer in its essential part, petitioned in a cross-complaint that before proceeding with the said partition, the plaintiffs, Jose Crispulo and Vicente de los Reyes, be compelled to render the accounts of the administration of the aforesaid houses and to pay to the defendants all rents, fruits, and benefits derived from and produced by the said properties and those rents, fruits, and benefits produced by the house on Calle Quiotan during the occupation of same by the plaintiffs, deducting therefrom the legitimate expenses or amounts paid on account of rents from the 1st day of December, 1895, in advance.

The cross-complaint is based upon the following allegations of fact: That Jose Crispulo and Vicente de los Reyes have administered the said two houses from the 1st day of December, 1895, collecting all rents therefor without paying any part of same to the defendants, with exception of the sum of 250 pesos, received from the rents of the house on Calle Trinidad and corresponding to the years from 1895 to 1900; that the plaintiffs have not rendered accounts of said administration with the exception of a partial account pertaining to the house on Calle Trinidad including the years from 1895 to 1900, inclusive; that the plaintiffs have occupied the house on Calle Quiotan until a very recent date, when they then leased the same at a rental of 80 pesos per month, without paying any part thereof to their joint

owners, or at least, to the defendants; and that had the house on Calle Quiotan been leased during all the time that it was occupied gratuitously by said plaintiffs, said house would have easily produced a rent of not less than 50 pesos per month, of which sum the defendants have been unjustly deprived in a one-fifth part which should have been due to said defendants.

The plaintiffs answered the cross complaint denying the allegation that Jose Crispulo de los Reyes and Vicente de los Reyes had ever been in charge of the administration of the two said houses and that said administration had always been performed or exercised by all the interested parties in the same, and alleging the fact that if the plaintiff Jose Crispulo de los Reyes had occupied the house on Calle Quiotan since the 1st day of January, 1892 until the 15th day of September, 1904, it was not as administrator, but as a simple tenant paying a rent of 20 pesos per month therefor and under an agreement or contract duly executed with his joint owners. They add that Jose Crispulo de los Reyes as such tenant rendered the account of the rents and expenses of the said house on Calle Quiotan corresponding to the years from 1892 to 1900, which account was approved by all the joint owners, as well as by the mother, now the guardian of the defendants; and that subsequently he rendered another account covering the time from the 1st day of January, 1901, to the 15th day of September, 1904, which account has likewise been approved by all of the interested parties, with the exception of the guardian of the defendants.

A judgment was rendered covering several grounds, which grounds have been accepted entirely by the defendants. The plaintiffs filed their exceptions, with regard only to the seventh and eighth conclusions of the court below and that part of the findings contained in paragraph 3 of the judgment; and moved for a new trial upon the ground that this judgment was manifestly contrary to the weight of the evidence.

The seventh conclusion of the court below, exception to which is taken, and which is an important point to be considered herein, is as follows: "The other house situated on Calle Quiotan continued intrusted to and under the care and personal and exclusive administration of the plaintiff Jose Crispulo de los Reyes until the 24th day of September, 1904, and continued occupied and assigned by the same to his own use and that of his family until the aforesaid date * * *. The fact of his becoming a tenant of the house under an agreement or contract of lease made with his joint owners in the year 1892, according to the evidence of the plaintiff, is not considered as having been established by sufficient proof; but even assuming or supposing this to be true it is not sufficient to justify the alleged right to occupy the premises all the time at a rent of 20 pesos per month, and this when it

results in a considerable and a manifest damage of the interests of the other joint owners, considering that he was at the same time the person in whom the administration of this property was intrusted and that in the possible case of his applying same to his own use he should be treated the same as a stranger for the purpose of determining the value of the use of the premises.”

The court below in its eighth conclusion, finds that “the sum of 60 pesos per month is a reasonable rent that the house in question could have easily produced under lease during the forty-four and one-half months, from the 1st day of January, 1901, to the 15th day of September, 1904, and, in accordance with such assumption and finding, the rent of said property for the time mentioned is estimated to be in the amount of 2,670 pesos, a fifth part of which—that is to say, 534 pesos—should be paid by Jose Crispulo de los Reyes to the defendants, Pio and Clotilde de los Reyes, after first deducting the sum of 112 pesos and 23 centavos, this being the fifth part of the amount of the expenses paid by the plaintiff Jose Crispulo de los Reyes for the benefit of said property during the above mentioned time.”

In accordance with the foregoing conclusions it is ordered in the findings of the court below in paragraph 3 of the judgment therein to which the plaintiffs also excepted, “that Jose Crispulo de los Reyes pay to the defendants the sum of 421 pesos and 77 centavos as a liquidated rent, corresponding to said defendants Pio and Clotilde de los Reyes, and covering the period from January 1, 1901, to September 15, 1904, for the said house situated on Calle Quiotan.”

The proofs with regard to the manner plaintiff Jose Crispulo de los Reyes came to be the tenant of the house on Calle Quiotan, is found in the testimony given by Jose Crispulo de los Reyes and also from the testimony given by Vicente de los Reyes, witnesses for the defendants. No other witness has testified on this point. The party first named, Jose Crispulo de los Reyes, testifies that he occupied the said house on Calle Quiotan from January 1, 1902 (he meant to say 1892), as tenant by virtue of an agreement or contract made between the five joint owners, “because on the 12th day of December,” he says literally, “four days after the death of our father, we, the four brothers came together and made an agreement that as it was not convenient for us to rent or lease the property to an outsider owing to the fact that the property would not be well cared for, it was covenanted and agreed that the same be occupied by one of the joint owners, and for the reason that I was the only one that lived in Santa Cruz, it was further agreed that I should occupy the house, paying a rent of 20 pesos per month, but under the obligation on my part of attending to and paying the taxes on the same; but the other joint owners have as well the perfect right to occupy the

house if they care to do so, and naturally without paying any rent therefor, and for such a time as they desire, some of them having occupied the same, but the time I was to remain in this house depended upon my own personal wishes, but always until such time as the partition be made." And further he adds as follows: "The rents in accordance with the agreement were to be retained in my possession to constitute a fund for the payment of the necessary expenses, to keep the house in good condition, and for the payment of the taxes on same."

Vicente de los Reyes has testified that the house on Calle Quiotan has never been administered by, but rented by Jose Crispulo de los Reyes under an agreement made between all of the five joint owners. When asked as to when the agreement was made, he replied as follows: "After the death of our father, who lived in said house, the property was about to be abandoned and then we, who were living in the provinces, and in view of the fact that none of us could live in the house, agreed with our brother Crispulo that he would occupy the house for the same rent as that paid by him for the two apartments occupied by him on Calle Dulumbayan; these two apartments occupied by him were large ones and he paid a rent of 20 pesos for them and we told him that in order to prevent the house from being abandoned he could pay the same rent he was then paying on Calle Dulumbayan; at that time a rent of 20 pesos for that house on Calle Quiotan was a high rent, but owing to the fact, as we told him, that the house would be ruined should we rent the same to another person, he agreed to live there paying the same sum of 20 pesos, and none of us ever received any part of such rents because they were employed for the payment of repairs and taxes upon same." He further states expressly that his brother Antonio de los Reyes, father of defendants herein, was present when the contract of lease last above referred to was executed with Jose Crispulo.

This evidence has not been contradicted or weakened in any form whatsoever during the trial, and the same shows clearly and precisely that Jose Crispulo de los Reyes was not the administrator but the tenant of the house on Calle Quiotan during all the time in which he occupied same, and that the rent agreed upon was 20 pesos per month. This point is further corroborated by the account of rent and expenses of the said house rendered by Jose Crispulo de los Reyes on January 4, 1901. This account, which covers all the period of time from January, 1892, to the 31st day of December, 1900, and which has been accepted and approved by the mother of the defendants, who is in fact their actual guardian at the present time, appears to be fully in accordance with the terms and conditions stipulated in the contract of lease, such as is referred to in the said statements given in evidence in this case.

On the other hand, no evidence to the contrary has been presented. The only point cited in the brief of the defendants, appellees in this instance, is an argument inferred from the same fact; that is, that Jose Crispulo de los Reyes rendered the account of the rent and expenses hereinbefore mentioned. "It can not be said," they say, "that he is a mere tenant, as no person in such capacity is under the obligation to render accounts covering the inversion or investment of that which is produced by a house or to render accounts of that which is received as rents. According to his own statement he had powers to retain the funds collected as rents of the house, to meet the obligations of said property and to provide with the same rents or funds collected for the repairs and all that should be necessary for the proper care of same." All these facts, they add, "are the acts of a true administrator and owing to this, they, said acts, necessarily carry with them the obligation, and was so recognized by said Jose Crispulo de los Reyes, of rendering the accounts of the funds he disposed of."

This point has been fully answered by the said statements hereinbefore mentioned by Jose Crispulo and Vicente de los Reyes. It having been agreed, according to such statements, between lessors and lessee that the latter would retain the rents of the house for the purpose of attending to the payment of the expenses of repairs and of taxes, it was natural and it necessarily followed that the lessee would render detailed and justifiable accounts of the investment or inversion of such rents without losing, through this fact, his character as a lessee. Such agreement constitutes in the present case a mere additional stipulation of the contract of lease, which stipulation is undoubtedly valid in accordance with article 1255 of the Civil Code, owing to its not being contrary to law, morals, or public order. By virtue of the said stipulation Jose Crispulo de los Reyes became certainly an administrator of the *funds* made up of the rents earned by the house, but this does not evidence the nonexistence of a contract of lease, nor even less does it authorize us to conclude that he had the said property under administration, and not under a contract of lease expressly made between him and the other joint owners of the said property. The conclusion arrived at in the decision of the court below that such contract of lease never existed is openly and manifestly contrary to the proof herein and should be, therefore, reversed.

Furthermore if Jose Crispulo de los Reyes occupied the aforesaid house as a tenant at an agreed rent of 20 pesos per month and continued occupying the same as such tenant and under the same contract of lease until September 15, 1904, on which date he vacated the same, inasmuch as it has not been shown that the guardian of the appellees or any other person interested in the house has ever understood the contract to have been terminated, or required him to pay a higher rent, it is evident that there are no grounds in law to compel

the said Jose Crispulo de los Reyes to pay more than 20 pesos per month, because it would clearly be contrary to the agreement, which is always law for the contracting parties. It is not true, nor can such a reason be given, that the property could have earned much more, owing to the general increase in the rents of houses in this city or for the reasons that the appellees hereof are minors. During the existence of an agreement, all parties thereto either of lawful age or under age are bound by the same, and the fluctuations which rents may undergo, owing to the great or small demands for houses in the locality, can not be considered. If the contract was prejudicial to the interest of the minors, their representative could have terminated the same at any time providing that there was no certain, stipulated, or fixed term for its duration. Not having exercised this right, the omission or neglect to do so should not nor can it prejudice Jose Crispulo de los Reyes, whose obligation with regard to this point is only to pay the rent agreed upon in the contract of lease, whatever may have been on the other hand the reasonable rent which could have been obtained in case of the nonexistence of said agreement.

Wherefore, we reverse that part of the judgment appealed from wherein Jose Crispulo de los Reyes is ordered to pay to the appellees the sum of 421.77 pesos as based upon the eighth finding of the decision of the court below which provides for the payment of the rents at the rate of 60 pesos per month for the house on Calle Quiotan from January 1, 1901, to September 15, 1904; and, in place and lieu thereof, we order that said Jose Crispulo de los Reyes pay to the appellees a sum equivalent to a one-fifth part of the rents earned by said house during said period at the rate of 20 pesos per month, after first deducting the expenses which he may show to have incurred for the care of said house and payment of taxes on the said property, without special condemnation as to the costs of this instance.

After the expiration of twenty days from the date of the notification of this decision let judgment be entered in accordance herewith and ten days thereafter let the case be remanded to the court from whence it came for proper action. So ordered.

Arellano, C. J., Torres, Willard, and Tracey, JJ., concur.

