2 Phil. 319

[G.R. No. 997. May 19, 1903]

MARIA UBALDO, PLAINTIFF AND APPELLANT, VS. LAO-JIANQUIAO, DEFENDANT AND APPELLEE.

ARELLANO, C.J.:

The lessee signed two contracts with the lessor, one on the 15th of September as to two houses, and one on the 17th of October, 1900, as to another.

The plaintiff, Ubaldo, who is the lessor, complains that the defendant, Lao-Jianquiao, who is the lessee, has failed to pay for cleaning the water-closets, and has stored in the building several cases of coal oil.

The two grounds for eviction having been disputed and the acts imputed to the lessee denied, the judgment below discusses the question as to whether these acts constitute a breach of the contract and concludes that they do not, and that it can not have been the intention of a lessee, who has advanced 3,000 pesos on account of rental, to break the conditions of a contract, exposing himself to be dispossessed of the building in which he has invested so considerable a sum and which he is to recover from time to time as the rent becomes due.

The court has no occasion to enter into an examination of the facts or the evidence. The storing of cases of coal oil is stated to be a breach of clause 5 of both contracts. The fifth clause of the first contract reads as follows: “Lao-Jianquiao, under the most strict responsibility, contracts to refrain from storing in the premises to be occupied by him any considerable quantity of combustible articles or goods which tend to imperil the building and the neighborhood; and if the competent authorities should demand the removal of such things, he undertakes to comply with this demand immediately and to suffer the consequences.”

In the second contract, however, the lease uses the following language: “Under his personal

strict responsibility the tenant undertakes not to store * * * etc.; that he will immediately remove such materials should the authorities so direct, and will submit to whatever the said authorities may direct on this account." It is easy to see what is the sanction of this condition—that of being responsible to the proper authorities (that is, the administrative authorities) for any breach of the municipal ordinances as to the storage of inflammable substances, and to be subrogated in the place of the proprietor with respect to all consequences arising therefrom. When a contract, in the same manner as a law, prescribes a penalty for infraction of its terms and conditions, this penalty so established is the effect of the breach of the condition or agreement. The penalty stipulated in both contracts is not eviction by the courts but an administrative eviction, if the competent authorities so demand, should so direct—not if the lessor so demands.

Now, with respect to the failure to keep the premises clean. Clause 4 in both contracts is as follows: "During the period of the occupation of the tenement (second contract) the cleaning, lighting, etc., thereof shall be at his expense and under his responsibility." Neither in the general vocabulary, nor in any special, technical vocabulary of city sanitation does the word "cleaning" have the meaning which the lessor contends that it implies, nothing of this kind having been expressed, agreed upon, or clearly and precisely established in the contract, it being1 a burdensome obligation which generally falls upon the lessor.

The judgment below is affirmed, with the costs to the appellant. So ordered.

Torres, Cooper, Willard, Ladd, and *Mapa, JJ.,* concur.

Date created: April 15, 2014