SUPREME COURT
EN BANC

ARCADIA ARAMBULO, ET AL.,
***Plaintiffs-Appellees*,**

-versus-

G.R. No. L-185
April 30, 1947

PEPITA PEREZ,
***Defendant-Appellant*.**
x----------x

D E C I S I O N

PARAS, *J.*:

This is an appeal by the defendant from a judgment of ouster rendered by the Court of First Instance of Manila in an ejectment case originating from the municipal court which also decided in favor of the plaintiffs.

The complaint is signed by plaintiffs' attorney under an oath couched in the following usual form: "Subscribed and sworn to before me on this 23d day of June, 194a affiant with residence certificate No. 0788120 issued at Manila on June 12, 1945."

Under the first assignment of error, the defendant contends that the complaint is fatally defective because it is not verified in the sense indicated in section 6 of Rule of Court No. 15, which provides that "a

pleading is verified by an affidavit stating that the person verifying has read the pleading and that the allegations thereof are true of his own knowledge." There is, in our opinion, substantial conformance to the rule. By signing the complaint himself, plaintiffs' attorney had certified that "he has read the pleading; that to the best of his knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay." (Rule of Court No. 15, section 5.) Section 6 is applicable where the person verifying is other than the attorney that signs the pleading. Neither can it be said that plaintiffs' attorney had not sworn to the truth of the allegations of the complaint "of his own knowledge," because, first, there is nothing in said allegations (which are in positive terms and under oath) tending to show that they are based merely on information and, secondly, even under the implied certification arising from the signing of the complaint by the attorney, we cannot assume that he did not have personal knowledge, since said certification is to the effect that to the best of his knowledge and belief — not solely information— there good was ground to support the complaint.

> '*En el juramento arriba transcrito no hallanmos nada que apoye conclusion de que Lim Yok Su no tenia conocimiento personal de hechos sobre que juraba; por el contrario, en el tercer parrafo juramento se afirma, positivamente*, 'that the defendant is about ispose of his properties for the purpose of defrauding the plaintiff and other creditors. That the statements contained the foregoing complaint are true and correct to the best of my knowledge and belief.' *Notese bien* 'to the best of my knowledge and belief.' No dice 'to the best of my information.' *Entendemos, pues, que, tal como esta redactado el juramento, la conclusion a que llego el Tribunal de origen, de que la declaracion jurada del gerente de la corporacion demandante no indicaba conocimiento personal yo de los hechos sobre que presto el juramento, es erronea*." (Lim Bonfiing y Hermanos, Inc. vs. Rodriguez, 72 Phil., 586, 588.)

Section 5 of Rule of Court No. 15 of course provides a safeguard against sham and false pleadings signed by attorneys, as it expressly authorizes as well elimination of any pleading intended to defeat the purpose of said rule as the imposition of appropriate disciplinary

penalty upon the erring attorney who knows that his implied certification is not true.

Under the second assignment of error, it is argued that the plaintiffs do not need the premises in question (No. 1933 M. Natividad, Manila), for their own use, and that this suit for ejectment was brought in view of defendant's refusal to pay an increased rental. These defenses were overruled below, and the record does not exhibit and sufficient ground for the reversal of the appealed judgment. It is true that the plaintiffs own other accesorias, but this fact cannot be utilized by the defendant as a defense since, as aptly stated by Mr. Justice Padilla in De Licauco vs. Reyes Estaniel (G. R. No. L-215, decided on February 28, 1947), "the tenants of other leased houses may also set up the same defense, and if it be deemed sufficient to dereat the lessor's right to recover possession of the leased premises, the result could be a complete nullification of such right." Commonwealth Act No. 689 enacted on October 15, 1945, as amended by Republic Act No. 66, cannot be invoked by the defendant, because the said Act, if applicable, expressly excepts cases in which the premises are needed by the lessors as in the case at bar.

Defendant's memorandum contains an intimation that the plaintiffs, after the rendition of the appealed judgment, had rebuilt their house which was burned. We cannot take the point into account, since it was not timely made the subject of proof. Moreover, it is met by a denial under oath made in plaintiffs' memorandum.

The appealed judgment is affirmed, with costs against the defendant. So ordered.

Pablo, Perfecto, Bengzon, Padilla and Tauson, *JJ.*, concur.