

### Title:

Paulino Gullas v. The Philippine National Bank

### Facts:

The case involves Paulino Gullas, a practicing attorney in Cebu City, and the Philippine National Bank (PNB), where Gullas held a current account. On August 2, 1933, a U.S. Veterans Bureau treasury warrant for \$361, payable to Francisco Sabectoria Bacos and indorsed by Gullas and Pedro Lopez, was cashed by PNB. The warrant was later dishonored by the Insular Treasurer.

At that time, Gullas's account balance was P509. Subsequently, PNB, upon learning of the dishonor, applied Gullas's balance towards the payment of the warrant without prior notification to him. This action resulted in Gullas's checks, drawn against his account, being dishonored, including one for his insurance premium. Gullas was out of town at the time and only learned of these events upon his return to Cebu on August 31, 1933, after which he immediately settled the balance of the dishonored warrant.

Gullas initiated legal action against PNB, seeking damages for the non-payment of his checks and the resultant personal and professional embarrassment. The Court of First Instance of Cebu ruled partly in favor of Gullas, ordering PNB to return the account balance of P509, with interest and costs, but denying his claim for additional damages. Both Gullas and PNB appealed.

### Issues:

1. Whether PNB had the right to apply Gullas's deposit towards the debt incurred by the dishonor of the warrant without notifying him.
2. The amount of damages due to Gullas for PNB's action.

### Court's Decision:

The Supreme Court held:

1. Under the doctrine of compensation (set-off), and considering the bank-depositor relationship as that of debtor and creditor, PNB had a general right to set-off Gullas's deposits against his debts to the bank. However, PNB's immediate application of Gullas's deposit without waiting for any action from him or prior notification was prejudicial to Gullas, especially since he was merely an indorser of the dishonored warrant.
2. On the issue of damages, the court recognized the difficulty in ascertaining the exact damages suffered by Gullas. The court ruled against awarding substantial damages for the

non-specific claims of business loss and embarrassment but acknowledged that Gullas suffered inconvenience and a disturbance to his financial situation due to the bank's premature action. Thus, the Court awarded nominal damages of P250 to Gullas for the lack of protection against the bank's actions.

### Doctrine:

- The relation between a depositor and a bank is that of creditor and debtor, with a bank having a general right of set off of the deposits against any debts owed by the depositor. However, the application of such a right, especially when involving an indorser of a negotiable instrument, requires due notification to guard the depositor's interests.
- Nominal damages may be awarded for the premature and unauthorized application of a depositor's funds towards the settlement of a debt to the bank, recognizing the depositor's inconvenience and the disturbance caused to their financial situation.

### Class Notes:

- **Bank-Depositor Relationship:** Understood as creditor and debtor. Critical for understanding rights related to deposits and withdrawals.
- **Set-Off Right:** Banks have the general right to apply deposits against debts without specific consent from the depositor, though notification and due process are crucial to protect depositor rights, especially in cases where the depositor is an indorser rather than the principal debtor.
- **Nominal Damages:** Awarded not as a compensation for loss but as a recognition of a right that has been infringed upon. Relevant in cases where actual damage is difficult to ascertain or is minimal.

### Historical Background:

This case highlights the legal nuances of the bank-depositor relationship in the early 20th century Philippines and sets a precedent in the handling of bank funds, specifically regarding the rights and protections afforded to depositors under Philippine law. The ruling reflects a balance between enforcing banking regulations and protecting depositor rights, a crucial issue amidst the evolving banking practices at that time.