

### Title: Domingo R. Dando v. Norman James Fraser, et al.

### Facts:

The case originated from a sale transaction on November 15, 1983, where Cornelio F. Carlos sold the Argentina Club and Disco (the CLUB) in Pasay City to Amelia Gayon. On the same day, Gayon executed a Deed of Trust confirming she bought the CLUB on behalf of respondent Norman James Fraser using his funds. On April 9, 1984, Fraser sold the CLUB on an installment basis to Puno, Domingo, and Vercoe, who took possession on April 1, 1984. Following disagreements on the ownership and possession of the CLUB, a series of legal actions ensued, including cases for forcible entry, claims of ownership and possession, annulment of contracts, and damages which traveled through various courts up to the Supreme Court.

### Procedural Posture:

After being evicted based on a Metropolitan Trial Court decision, petitioner Dando filed a criminal case for estafa against Fraser, which was dismissed. Dando also filed an “Amended Complaint for Ownership, Possession, Annulment of Contract and Damages” with the Regional Trial Court (RTC) in Pasay, which after a lengthy legal battle led to the Regional Trial Court of Siniloan, Laguna (RTC SL), issuing a decision in Dando’s favor. This decision was appealed by Fraser and Caymo to the Court of Appeals, which reversed the RTC SL’s ruling leading to Dando’s certiorari petition to the Supreme Court.

### Issues:

1. Whether the Court of Appeals erred in considering matters not stated as assigned errors and not properly argued.
2. The validity of the execution sale of Caymo’s property as it was already resolved by the Court of Appeals in another case.
3. The reversal by the Court of Appeals of the trial court’s findings regarding the validity of the Deed of Trust and the simulated nature of the sale to Dando.

### Court’s Decision:

The Supreme Court affirmed the decision of the Court of Appeals. It held that the appellate court did not err in addressing the validity of the execution sale of Caymo’s property as it was related to the assigned errors. It found that the appellate court’s consideration regarding the valid attachment and execution sale of Caymo’s property was closely related to the main issues of the case. Furthermore, the Court agreed that the marriage between Caymo and Fraser, which would have validated the attachment of Caymo’s property, was

not proven under the rules of evidence. The Court also emphasized that the licenses issued in Gayon's name for the operation of the CLUB are conclusive evidence of her ownership, making any alleged sale to Dando based on a simulated contract ineffective.

**### Doctrine:**

The Supreme Court highlighted the principle that licensure for business operation in the name of a citizen is conclusive evidence of ownership in favor of that citizen against private parties, except against the government, as stipulated in the Nationalization of Retail Trade Law. Additionally, the case underscored the admissibility of evidence rules regarding public documents and the concept of simulation in contracts.

**### Class Notes:**

- Licenses issued for retail business operation are conclusive evidence of ownership by the license holder against private parties under the Nationalization of Retail Trade Law.
- The admissibility of photocopies of public documents without complying with Rule 132 Sections 25 and 26 of the Rules of Court is not allowed.
- The concept of simulation in contracts involves the appearance of a contract that is not intended to produce legal effects nor alter the parties' judicial situation.

**### Historical Background:**

The case provides an insight into the processing of civil disputes involving foreign nationals, the ownership of business establishments, and the determination of legal strategy outcomes in the Philippines' judicial system. It also reflects the complexities introduced by forgery and simulation in contractual relationships, especially in business transactions involving significant amounts of money and property.