

****Title:** Erlinda B. Dandoy vs. Court of Appeals, et al.**

****Facts:****

Erlinda Dandoy and Nerissa Lopez, former high school classmates, entered into multiple transactions involving the sale of jewelry. On November 13, 1996, Dandoy bought jewelry worth Php 35,000 on credit from Lopez. This was followed by another purchase worth Php 75,000 on December 5, 1996. Despite promises, Dandoy did not pay promptly, leading Lopez to demand payments in April 1997. Dandoy explained that she needed to sell her properties in Pasig or Bicutan to pay off her debts and even appointed Lopez as an agent to sell these properties.

Subsequently, on October 12, 1997, Dandoy partially paid Php 30,000 and acquired more jewelry worth Php 230,000, raising her total debt to Php 310,000. She continued to promise payment from the sale of her properties but failed to deliver. On October 25, 1997, despite further assurances of payment and purchasing jewelry worth Php 60,000, Dandoy didn't settle her obligations and began avoiding Lopez.

Lopez, unable to collect the money despite repeated demands, filed a case for a sum of money with preliminary attachment against Dandoy in the Regional Trial Court (RTC) of Quezon City, Branch 104. In her defense, Dandoy claimed she never intended to buy the jewelry; her intent was to help Lopez sell it and, if unsold, intended to return it. She also filed a counterclaim for damages.

The trial court, after failing to reach an amicable settlement, proceeded with the hearing. Lopez presented her evidence, followed by Dandoy filing a demurrer to evidence, claiming Lopez had admitted that payment was dependent on the sale of Dandoy's property. The RTC denied the demurrer as well as the subsequent motion for reconsideration.

Dandoy then filed a petition for certiorari under Rule 65 before the Court of Appeals (CA), arguing the RTC's orders were issued with grave abuse of discretion. The CA dismissed her petition and denied her motion for reconsideration. Dandoy escalated the case to the Supreme Court via a petition for review on certiorari under Rule 45.

****Issues:****

1. Did the Court of Appeals err in not finding grave abuse of discretion by the RTC in refusing to dismiss the case despite the evidence?
2. Should the trial court have dismissed the case through the petitioner's demurrer to evidence?

3. Did the trial court violate Section 14, Article VIII of the 1987 Constitution by failing to provide findings of facts and law in its order?
4. Was the Special Power of Attorney (SPA) sufficient to confer authority to the attorney-in-fact to file the petition?

****Court's Decision:****

1. ****Sufficiency of Evidence and Grave Abuse of Discretion:****

- The Court ruled that the RTC did not commit grave abuse of discretion. Dandoy's reliance on Lopez's alleged admission that payment was dependent on the sale of the property was insufficient to constitute an obligation with a period. The evidence presented by Lopez, when taken as a whole, warranted the denial of the demurrer.

2. ****Demurrer to Evidence:****

- The Court found that Lopez's partial testimony about agreeing that payment would come from the sale of Bicutan property wasn't meant to imply that payment was solely dependent on it. Dandoy made partial payment (Php 30,000), which wouldn't align with an obligation that was supposedly still not due. Hence, the demurrer to evidence was correctly denied.

3. ****Constitutional Violation Claim:****

- The Supreme Court found that the RTC's order contained sufficient reasoning and factual basis satisfying the constitutional requirement for decisions to state the facts and the law upon which they are based. The explanations in the RTC's orders were deemed adequate for an interlocutory decision.

4. ****Special Power of Attorney:****

- The Court agreed that the SPA executed by Dandoy authorized her attorney-in-fact to file petitions in higher courts. The language of the SPA covered subsequent pleadings, including the petition for review on certiorari.

****Doctrine:****

1. ****Obligation with a Period vs. Conditional Obligation:**** The sale of a property, which is uncertain, cannot establish a period; hence, obligations are due immediately unless specified otherwise.
2. ****Demurrer to Evidence:**** It should be denied if the totality of the evidence presented by the plaintiff suffices to establish a prima facie claim.
3. ****Requirement for Detailed Decisions:**** For interlocutory orders, less specificity is required compared to final judgments.

****Class Notes:****

1. ****Demurrer to Evidence:**** A tool that allows for assessing whether the plaintiff's evidence sufficiently supports the claim without the defendant presenting evidence. Primarily used to expedite case resolution.
2. ****Obligations with a Period (Art. 1193, New Civil Code):**** Must be fulfilled on a specific day certainly to come, unlike conditions contingent upon uncertain events.
3. ****Interlocutory Orders:**** Differ from final judgments in terms of the requirement for detail and completeness in their issuance.

****Historical Background:****

The case stems from typical commercial transactions and the reliance on good faith and trust among individuals, shedding light on legal mechanisms available when such relationships break down. It shows the importance of clear agreements and illustrates how Philippine courts handle civil obligations and contract disputes.