

SANTIAGO P. ALALAYAN, ET AL., SUING IN HIS BEHALF AND FOR THE BENEFIT OF ALL OTHER PERSONS HAVING COMMON OR GENERAL INTEREST WITH HIM IN ACCORDANCE WITH SEC. 12, RULE 3, RULES O...

G.R. No. L-24396. July 29, 1968

Ponente: FERNANDO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/08c63215fcfc/>

FERNANDO, J.:

This declaratory relief proceeding was started in the lower court by petitioners, Alalayan and Philippine Power and Development Company, both franchise holders of electric plants in Laguna, to test the validity of a section of an amendatory act,[1] empowering respondent National Power Corporation "in any contract for the supply of electric power to a franchise holder," receiving at least 50% of its electric power and energy from it to require as a condition that such franchise holder "shall not realize a net profit of more than twelve percent annually of its investments plus two-month operating expenses." Respondent, under such provision, could likewise "renew all existing contracts with franchise holders for the supply of electric power and energy," so that the provisions of the Act could be given effect.[2] This statutory provision was assailed on the ground that, being a rider, it is violative of the constitutional provision requiring that a bill, which may be enacted into law, cannot embrace more than one subject, which shall be expressed in its title,[3] as well as the due process guarantee, the liberty to contract of petitioners being infringed upon. The lower court sustained its validity. We sustain the lower court in this appeal.

In the petition for declaratory relief, after the usual allegations as to parties, it was stated that respondent National Power Corporation "has for some years now been, and still is, by virtue of similar, valid and existing contracts entered into by it with one hundred and thirty-seven (137) natural persons and corporations distributed all over the country, supplying, distributing, servicing and selling electric power and energy at fixed rates schedules to the latter who have for some years now been and still are, legally engaged in re-supplying, re-distributing, re-servicing and re-selling the said electric power and energy to individual customers within the coverage of their respective franchises." [4] Petitioners are included among the said 137 natural persons and entities. [5] Then, reference was made to the particular contracts petitioners entered into with respondent, the contracts to continue indefinitely unless and until either party would give to the other two years previous notice in writing of its intention to terminate the same. [6] After which, it was noted that on June 18, 1960, an act authorizing the increase of the capital stock of the National Power Corporation to P100 million took effect. [7] A year later, on June 17, 1961, it was alleged that the challenged legislation became a law, purportedly to increase further the authorized capital stock, but including the alleged rider referred to above, which, in the opinion of petitioners, transgressed the constitutional provision on the subject matter and title of bills as well as the due process clause. [8] Mention was then made of the National Power Corporation approving a rate increase of at least 17.5%, the effectivity of which, was at first deferred to November 1, 1962, then subsequently to January 15, 1963, with the threat that in case petitioners would fail to sign the revised contract providing for the increased rate, respondent National Power Corporation would then cease "to supply, distribute and service electric power and energy to them." [9]

That would be, in the opinion of petitioners, violative of their rights, proceeding from legislation suffering from constitutional infirmities.[10] A declaration of unconstitutionality was therefore sought by them. It was prayed: "(1) To give due course to this petition; (2) To issue a writ of preliminary injunction, upon the posting of the requisite bond, enjoining respondent NPC from carrying or prosecuting its threat to enforce the provisions of the rider or Section 3 of Republic Act No. 3043 ... in the manner stated in paragraph 18 of this petition until this Honorable Court shall have finally decided or disposed, by final judgment, of the issues raised in this petition; (3) After due hearing, to declare the rider or Section 3 of Republic Act No. 3043 null and void for being illegal and unconstitutional, and to issue a permanent injunction requiring respondent NPC to refrain from enforcing" or implementing the provisions of the same law." [11]

Soon after, petitioner Philippine Power and Development Company moved that insofar as it was concerned, the case be dismissed, which motion was granted by the lower court on January 25, 1963.[12] The sole petitioner is therefore Santiago P. Aialayan, suing in his behalf and for the benefit of all persons having common or general interest with him. Respondent National Power Corporation filed an opposition on February 15, 1963, opposing the issuance of a writ for preliminary injunction.[13] On March 21, 1963, the lower court, considering that there was "no sufficient ground for the issuance of the writ of preliminary injunction," denied the same.[14]

There was in the answer, dated March 29, 1963, an admission of the main facts alleged, with a denial of the legal conclusion which petitioner would deduce therefrom, respondent National Power Corporation upholding the validity of the challenged provision. Then, came a partial stipulation of facts submitted on October 1, 1964, consisting of a resolution of the Philippine Electric Plant Owners Association to take the necessary steps to stop respondent National Power Corporation from enforcing its announced increase, samples of contracts between electric plant operators on the one hand and respondent National Power Corporation on the other, the contract with petitioner Aialayan, dated May 26, 1956, showing that he did purchase and take power and energy as follows: "Sixty (60) kilowatts and of not less than 140,000 kilowatt-hours in any contract year at the rate of P120.00 per kilowatt per year" payable in twelve equal monthly installments, "plus an energy charge of P0.013 per kilowatt hour, payable on the basis of monthly delivery"; a letter of June 22, 1962 of respondent National Power Corporation to petitioner approving his 17.5% rate increase of power so that beginning July 1, 1962, the demand charge would be P10.00 per kilowatt per month and the energy charge would be P0.02 per kilowatt hour; a letter of August 15, 1962, wherein respondent National Power Corporation notified petitioner that it deferred the effectivity of the new rates, but it will be enforced on November 1, 1962; a letter of June 25, 1963 enforcing respondent National Power Corporation deferring once again the effectivity of the new rates until January 1, 1964; as well as the congressional transcripts on House Bill No. 5377 and Senate Bill No. 613, now Republic Act No. 3043.[15]

In an order of November 5, 1964, the lower court gave the parties a period of twenty days within which to submit simultaneously their respective memoranda. After the submission thereof, the lower court, in a decision of January 30, 1965, sustained the validity and constitutionality of the challenged provision. Hence this appeal.

As was set forth earlier, this appeal cannot prosper. We share the view of the lower court that the provision in question cannot be impugned either on the ground of its being violative of the constitutional requirement that a bill cannot embrace more than one subject to be expressed in its title or by virtue of its alleged failure to satisfy the due process criterion.

- We consider first the objection that the statute in question is violative of the constitutional provision that no bill "which may be enacted into law shall embrace more than one subject which shall be expressed in [its] title" [16] This provision is similar to those found in many American State Constitutions. It is aimed against the evils of the so-called omnibus bills as logrolling legislation as well as surreptitious or unconsidered enactments [17].

Where the subject of a bill is limited to a particular matter, the lawmakers along with the people should be informed of the subject of proposed legislative measures. This constitutional provision thus precludes the insertion of riders in legislation, a rider being a provision not germane to the subject matter of the bill. Petitioner Alalayan asserts that the provision objected to is such a rider.

To lend approval to such a plea is to construe the above constitutional provision as to cripple or impede proper legislation. To impart to it a meaning which is reasonable and not unduly technical, it must be deemed sufficient that the title be comprehensive enough reasonably to include the general object which the statute seeks to effect without expressing each and every end and means necessary for its accomplishment. Thus, mere details need not be set forth. The legislature is not required to make the title of the act a complete index of its contents. The provision merely calls for all parts of an act relating to its subject finding expression in its title.[18] More specifically, if the law amends a section or part of a statute, it suffices if reference be made to the legislation to be amended, there being no need to state the precise nature of the amendment.[19]

It was in 1938, in *Government v. Hongkong & Shanghai Bank*,[20] where, for the first time after the inauguration of the Commonwealth, this Court passed upon a provision of that character. We held there that the Reorganization Law,[21] providing for the mode in which the total annual expenses of the Bureau of Banking could be reimbursed through assessment levied upon all banking institutions subject to inspection by the Bank Commissioner was not violative of such a requirement in the Jones Law, the previous organic act. Justice Laurel, however, vigorously dissented, his view being that while the main subject of the act was reorganization, the provision assailed did not deal with reorganization but with taxation. This case of *Government v. Hongkong & Shanghai Bank* was decided by a bare majority of four justices against three. Thereafter, it would appear that the constitutional requirement is to be given the liberal test as indicated in the majority opinion penned by Justice Abad Santos, and not the strict test as desired by the minority headed by Justice Laurel.

Such a trend is made manifest in the cases beginning with *Sumulong v. Commission on Elections*,[22] up to and including *Felwa v. Salas*,[23] a 1966 decision, the opinion coming from Chief Justice Concepcion. There is nothing in *Lidasan v. Commission on Elections*,[24] where a statute[25] was annulled on this ground, to indicate the contrary. As aptly expressed by Justice Sanchez: "Of course, the Constitution does not require Congress to employ in the title of an enactment, language of such precision as to mirror, fully index or catalogue all the contents and the minute details therein. It suffices if the title should serve the purpose of the constitutional demand that it inform the legislators, the persons interested in the subject of the bill, and the public, of the nature, scope and consequences of the proposed law and its operation. And this, to lead them to inquire into the body of the bill, study and discuss the same, take appropriate action thereon, and, thus, prevent surprise or fraud upon the legislators."

We thus hold that there is no violation of the constitutional provision which requires that any bill enacted into law shall embrace only one subject to be expressed in the title thereof.

- Nor is petitioner anymore successful in his plea for the nullification of the challenged provision on the ground of his being deprived of the liberty to contract without due process of law.

It is to be admitted of course that property rights find shelter in specific constitutional provisions, one of which is the due process clause. It is equally certain that our fundamental law framed at a time of "surging unrest and dissatisfaction",[26] when there was the fear expressed in many quarters that a constitutional democracy, in view of its commitment to the claims of property, would not be able to cope effectively with the problems of poverty and misery that unfortunately afflict so many of our people, is not susceptible to the indictment that the government therein established is impotent to take the necessary remedial measures. The framers saw to that. The

welfare state concept is not alien to the philosophy of our Constitution.[27] It is implicit in quite a few of its provisions. It suffices to mention two.

There is the clause on the promotion of social justice to ensure the well-being and economic security of all the people,[28] as well as the pledge of protection to labor with the specific authority to regulate the relations between landowners and tenants and between labor and capital.[29] This particularized reference to the rights of working men whether in industry and agriculture certainly cannot preclude attention to and concern for the rights of consumers, who are the objects of solicitude in the legislation now complained of. The police power as an attribute to promote the common weal would be diluted considerably of its reach and effectiveness if on the mere plea that the liberty to contract would be restricted, the statute complained of may be characterized as a denial of due process. The right to property cannot be pressed to such an unreasonable extreme.

It is understandable though why business enterprises, not unnaturally evincing lack of enthusiasm for police power legislation that effect them adversely and restrict their profits could predicate alleged violation of their rights on the due process clause, which as interpreted by them is a bar to regulatory measures. Invariably, the response from this Court, from the time the Constitution was enacted has been far from sympathetic. Thus, during the Commonwealth, we sustained legislation providing for collective bargaining,[30] security of tenure,[31] minimum wages,[32] compulsory arbitration,[33] and tenancy regulation.[34] Neither did the objections as to the validity of measures regulating the issuance of securities[35] and public services[36] prevail.

For it is to be remembered that the liberty relied upon is not freedom of the mind, which occupies a preferred position, nor freedom of the person, but the liberty to contract, associated with business activities, which, as has been so repeatedly announced, may be subjected, in the interest of the general welfare under the police power, to restrictions varied in character and wide ranging in scope as long as due process is observed. In *Calalang v. Williams*,[37] this Court found no objection to an enactment limiting the use of and traffic in the national roads and streets as against the assertion that the exercise of such an authority amounted to an unlawful interference with legitimate business and abridgement of personal liberty. The opinion by Justice Laurel explains why such an argument was far from persuasive. Thus: "In enacting said law, therefore, the National Assembly was prompted by considerations of public convenience and welfare.

It was inspired by a desire to relieve congestion of traffic, which is, to say the least, a menace to public safety. Public welfare, then, lies at the bottom of the enactment of said law, and the state in order to promote the general welfare may interfere with personal liberty, with property, and with business and occupations. Persons and property may be subjected to all kinds of restraints and burdens, in order to secure the general comfort, health, and prosperity of the state"[38] The above doctrine, valid then and equally valid now, constituted more than sufficient justification for statutes curtailing the liberty enjoyed by the business enterprises, whether conducted by natural or juridical persons, to satisfy the needs of public welfare.

So it continues to be under the Republic. This Court has invariably given the seal of approval to statutes intended to improve the lot of tenants,[39] who thereafter were given the option to transform their relationship with landowners to one of lease, which grant of authority was sustained in 1964.[40] Retail trade was nationalized, the measure receiving judicial approval as against due process objection,[41] a decision foreshadowed earlier with the favorable action taken on legislation granting preference to Filipino citizens in the lease of public market stalls.[42] It is easily understandable why the regulation of practice of medicine;[43] limitation of the hours of labor;[44] imposition of price control; [45] requirement of separation pay for one month[46] as well as a social security scheme[47] cannot be impugned as unconstitutional. While not exhaustive, the above decisions manifest in no certain terms the inherent difficulty of assailing regulatory legislation based on alleged denial of due process.

It would thus appear that unless this Court is prepared to overturn a doctrine so firmly adhered to in a number of cases notable for the unanimity of their response to an objection similar to the one here raised, petitioner Alalayan cannot prevail. Certainly, this Court is not prepared to take that step. For in the face of a constitutional provision that allows deprivation of liberty, including liberty of contract, as long as due process is observed, the alleged nullity of a legislative act of this character can only be shown if in fact there is such a denial. The relevant question then is, what does due process require?

The holding of this Court in *Ermita-Malate Hotel and Motel Operators Asso. v. City Mayor*,^[48] sheds some light. Thus: "There is no controlling and precise definition of due process. It furnishes though a standard to which governmental action should conform in order that deprivation of life, liberty or property, in each appropriate case, be valid. What then is the standard of due process which must exist both as a procedural and as substantive requisite to free the challenged ordinance, or any governmental action for that matter, from the imputation of legal infirmity sufficient to spell its doom? It is responsiveness to the supremacy of reason, obedience to the dictates of justice. Negatively put, arbitrariness is ruled out and unfairness avoided. To satisfy the due process requirement, official action, to paraphrase Cardozo, must not outrun the bounds of reason and result in sheer oppression. Due process is thus hostile to any official action marred by lack of reasonableness. Correctly has it been identified as freedom from arbitrariness. It is the embodiment of the sporting idea of fair play. It exacts fealty 'to those strivings for justice' and judges the act of officialdom of whatever branch 'in the light of reason drawn from considerations of fairness that reflect [democratic] traditions of legal and political thought.' It is not a narrow or 'technical conception with fixed content unrelated to time, place and circumstances,' decisions based on such a clause requiring a 'close and perceptive inquiry into fundamental principles of our society.' Questions of due process are not to be treated narrowly or pedantically in slavery to form or phrases."

The due process objection is sought to be bolstered by an allegation that such power conferred in the challenged legislation to limit the net profits to "12% annually of [petitioner's] investments plus two month operating expenses" has a confiscatory aspect. This argument has the ring of futility. Precisely, in *Manila Electric Co. v. Public Service Commission*,^{49[49]} this Court in an opinion by the present Chief Justice upheld such a figure as against the contention that it was rather too generous to the public utility. To speak of it as confiscatory then is to employ the language of hyperbole. Moreover, in the absence of any evidence to demonstrate the alleged confiscatory effect of the provision in question, there would be no basis for its nullification, in view of the well-known presumption of validity that every statute has in its favor.^[50]

In the light of the above, there is thus clearly no occasion for yielding assent to the claim of petitioner that the legislation assailed contravenes the due process clause.

- While not explicitly avowed by petitioner, there is the intimation that to apply the challenged legislation to contracts then in existence would be an infringement of the constitutional prohibition against any law impairing the obligation of contracts.^[51] No such fear need be entertained. A citation from a 1940 decision of this Court, in *Pangasinan Transportation Co. v. Public Service Commission*,^[52] is particularly relevant. In the language of Justice Laurel, speaking for the Court: "Upon the other hand, statutes enacted for the regulation of public utilities, being a proper exercise by the state of its police power, are applicable not only to those public utilities coming into existence after its passage, but likewise to those already established and in operation."^[53] Such a doctrine was followed in the case of a tenancy legislation, the Congress undoubtedly having in mind and not having failed to take notice "of the existence of contracts" which stipulated a division of the crops on a 50-50 basis and therefore must have intended to regulate the same. There was thus no impairment of an obligation of contract, such an enactment under the police power being remedial in nature, the non-applicability of which to existing conditions would be self-defeating in character.^[54]

In *Abe v. Foster Wheeler Corp.*,^[55] Justice Barrera, speaking for the Court, took note of the contention "that as the contracts of employment were entered into at a time when there was no law granting the workers said right, the application as to them of the subsequent enactment restoring the same right constitutes an impairment of their contractual obligations." Then he made clear why the Court was of a contrary view as "the constitutional guaranty of non-impairment. . . is limited by the exercise of the police power of the State, in the interest of public health, safety, morals and general welfare." Thus was reaffirmed what previously had been announced as the rule. Such a doctrine was reiterated early this year in *Philippine American Life Insurance Co. v. Auditor General*,^[56] where this Court found no objection to the applicability of the Margin Law,^[57] even if it be assumed that a reinsurance treaty was already in existence and had imposed the corresponding obligation on the parties prior to its enactment.

This is not to say that in each and every case the invocation of the protection of the non-impairment clause would be unavailing once the legislation complained of is shown to be an exercise of the police power. Otherwise, that would render nugatory the constitutional guarantee of non-impairment, and for that matter both the equal protection and due process clauses which equally serve to protect property rights. Here, as in other cases where governmental authority may trench upon property rights, the process of balancing, adjustment or harmonization is called for.

Rutter v. Esteban^[58] lends support to such an approach. In that leading case, the continued operation and enforcement of the Moratorium Act^[59] which allowed an eight-year period of grace for the payment of prewar obligations on the part of debtors who suffered as a consequence of World War II was, in a 1953 decision, held "unreasonable and oppressive, and should not be prolonged a minute longer" for being violative of the constitutional provision prohibiting the impairment of the obligation of the contracts"and, therefore, . . . should be declared null and void and without effect."^[60] As of the date of its enactment in 1948, the police power could be relied upon to sustain its validity, in view of the serious economic condition faced by the country upon liberation and the state of penury that then afflicted a greater portion of the Filipino people. By 1953 however, the Moratorium Act could be rightfully considered as an infringement of the non-impairment clause, as the economy had in the meanwhile considerably changed for the better.

There is no clearer instance than of the process of harmonization and balancing which is incumbent upon the judiciary to undertake whenever a regulatory measure under the police power is assailed as violative of constitutional guarantees, whether of non-impairment, due process or equal protection, all of which are intended to safeguard property rights. Three leading decisions of the United States Supreme Court, *Home Building & Loan Association v. Blaisdell*,^[61] *Nebbia v. New York*,^[62] and *Norman v. Baltimore and Ohio Railroad Co.*,^[63] speak similarly.

Even if, therefore, reliance be had on the non-impairment clause by petitioner and the process of adjustment or harmonization be undertaken to ascertain whether the applicability of the statutory provision assailed to existing contracts would run counter to such a guarantee, still the same conclusion emerges. There is a failure to make out a case for its invalidity.

WHEREFORE, there being no showing that Section 3 of Republic Act No. 3043 is unconstitutional, the decision of the lower court, dismissing the petition, is affirmed. With costs against petitioner Alalayan.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Ruiz Castro, and Angeles, JJ., concur.

Judgment affirmed.

[1] Section 3, Republic Act No. 3043, approved June 17, 1961, entitled "At: Act to Further Amend Commonwealth Act Numbered One Hundred Twenty, as Amended by Republic Act Numbered Twenty Six Hundred and Forty-One."

[2] Section 3 of Republic Act No. 3043 reads thus:

"SEC. 3 The National Power Corporation is hereby authorized to represent and transact for the benefit and in behalf of the public consumers, and it shall in any contract for the supply of electric power to a franchise holder require as a condition that the franchise holder, if it receives at least fifty percent of its electric power and energy from the National Power Corporation, shall not realize a net profit of more than twelve percent annually of its investments plus two-month operating expenses. The National Power Corporation shall renew all existing contracts with franchise holders for the supply of electric power and energy, in order to give effect to the provisions hereof. In the event that the net profit as verified by the Public Service Commission should exceed the said twelve percent, the Public Service Commission shall order such excess to be returned pro rata to the customers either in cash or as credit for future electric bills."

[3] Article VI, Section 21, par. 1, Constitution of the Philippines. The constitutional provision reads thus: "No bill which may be enacted into law shall embrace more than one subject which shall be expressed in the title of the bill."

[4] Petition, Record on Appeal, par. 4, pp. 3-4.

[5] Ibid, par. 5, p. 4.

[6] Ibid, pars. 6, 7 and 8, pp. 4-6.

[7] Ibid, par. 9, pp. 6-8.

[8] Ibid, par. 10, pp. 8-9.

[9] Ibid, pars. 11, 12 and 13, pp. 9-11.

[10] Ibid, pars. 15, 16, 17 and 18, pp. 12-18.

[11] Ibid, p. 25.

[12] Ibid, pp. 143-144.

[13] Ibid, pp. 161-172.

[14] Ibid, p. 229.

[15] Ibid, -P- 243-248.

[16] Art. VI, Sec. 21, par. 1, Constitution of the Philippines.

[17] Government v. Hongkong & Shanghai Bank, 66 Phil. 483 (1938).

[18] People v. Carlos, 78 Phil. 535 (1947).

[19] People v. Buenviaje, 47 Phil. 536 (1925).

[20] 66 Phil, 483.

[21] Act No. 4007.

[22] 73 Phil. 288 (1941).

[23] L-26511, October 29, 1966. The other cases that may be cited follows *People v. Carlos*, 78 Phil. 535 (1947); *Nuval v. de la Fuente*, 92 Phil. 1074 (1953); *Ichong v. Hernandez*, 101 Phil. 1155 (1957); *Cordero v. Cabatuando*, L-14542, Oct. 31, 1962; *Phil. Air Lines Employees Asso. v. Phil. Air Lines, Inc.*, L-18559, June 30, 1964; *Municipality of Jose Panganiban v. Shell Co.*, L-18349, July 30, 1966.

[24] L-28089, October 25, 1967.

[25] Act No. 4790.

[26] The phrase is Justice Laurel's, appearing in his concurring opinion in *Ang Tibay v. Court*, cited with approval in *Antamok Goldfields Mining Co. v. Court*, 70 Phil. 340 (1940).

[27] Cf. "Private property does not constitute for anyone an absolute and unconditioned right. . . . All men are equal in their right to a decent life ... It is not a system of justice where one man is very wealthy and another very poor. Where such a situation exists on a national scale, it becomes a master of social justice. . . . [In the Philippines, while] a few have far more than they need, the vast majority lack even the barest essentials of life." Pastoral Letter of the Catholic Hierarchy, May 1, 1968.

[28] Art. II, Sec. 5, Constitution of the Philippines.

[29] Art. XIV, Sec. 6, *id.*

[30] *Pampanga Bus Co. v. Pambusco's Employees' Union* (1939) 68 Phil. 541.

[31] *Manila Trading and Supply Co. v. Zulueta*, 69 Phil. 485 (1940).

[32] *International Hardwood and Veneer Company v. The Pangil Federation of Labor*, 70 Phil. 602 (1940).

[33] *Antamok Goldfields Mining Company v. Court of Industrial Relations*, 70 Phil. .340 (1940).

[34] *Tapang v. Court of Industrial Relations*, 72 Phil. 79 (1941).

[35] *People v. Rosenthal*, 68 Phil. 328 (1939).

[36] *Pangasinan Trans. Co., Inc., v. Public Service Com.*, 70 Phil. 221 (1940).

[37] 70 Phil. 726 (1940).

[38] *Ibid*, p. 733.

[39] *Camacho v. Court of Industrial Relations*, 80 Phil. 848 (1948); *Ongsiaco v. Gamboa*, 86 Phil. 50 (1950).

[40] *De Ramas v. Court of Agrarian Relations*, L-19555, May 29, 1964. Cf. *Del Rosario v. De los Santos*, L-20589-90, March 21, 1968.

[41] *Ichong v. Hernandez*, 101 Phil. 1155 (1957).

[42] *Co Chiong v. Cuaderno*, 83 Phil. 242 (1949).

[43] *People v. Ventura*, L-15079, Jan. 31, 1962.

[44] *Philippine Air Lines Employees' Asso. v. Phil. Air Lines, Inc.*, L-18559, June 30, 1964.

[45] *People v. Chu Chi*, 92 Phil. 977 (1953).

[46] *Abe v. Foster Wheeler Corp.*, L-14785, Nov. 29, 1960.

[47] *Roman Catholic Archbishop of Manila v. Social Security Com.*, L-15045, Jan. 20, 1961. Cf. *Director of*

Forestry v. Mufioz, L-24796, June 28, 1968.

[48] L-24693, July 31, 1967. See also Morfe v. Mutuc, L-20387, January 31, 1968.

[49] L-24762, November 14, 1966.

[50] Cf. Ermita-Malate Hotel and Mote) Operators Asso. v. City Mayor, L-24693 July 31, 1967.

[51] Art. III, Sec. 1, Par-. II of the Constitution provides: "No law impairing the obligations of contracts shall be passed."

[52] 70 Phil. 221 (1940).

[53] Ibid, p. 232.

[54] Ongsiako v. Gamboa, 86 Phil. 50 (1950).

[55] L-14785, November 29, 1960.

[56] L-19255, January 18, 1968.

[57] Republic Act No. 2609.

[58] 93 Phil. 68 (1953).

[59] Republic Act No. 342.

[60] Phil. 68, 82 (1953).

[61] 290 US 398 (1934).

[62] 291 US 502 (1934).

[63] 294 US 240 (1935).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.