

TEODORO TANDA, PLAINTIFF AND APPELLANT, VS. NARCISO N. ALDAYA, DEFENDANT AND APPELLEE.*G. R. No. L-3278. July 23, 1951*

Ponente: TUASON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/475e3f2b22e6/>**TUASON, J.:**

This is an appeal by the plaintiff from adverse rulings of the Court of First Instance of Cavite in an action for the resolution or rescission of a real estate sale made in January, 1945. The appeal has very little to do with the issues raised by the pleadings and decided by the court, three of the assignments of error being related to the denials of motions for new trial and suspension of judgment, while one, the first, deals with the disposition of certain documents.

For a background and clear understanding of the questions formulated in this instance, it will be well to recite briefly the main points of controversy in the court below and the court's findings.

The plaintiff, who was the seller in the pacto de retro sale in question, alleged nonpayment in full of the agreed price and fraud by the defendant, who was the vendee. It was averred that of the P20,000 agreed upon as sale price, the plaintiff had received only P6,000 in Japanese money as advanced payment and P9,000 upon the execution of the deed of conveyance, or a total of P15,000. The defendant countered that he had completely satisfied the stipulated price of the land, attaching to his answer a purported copy of a receipt, and denied the charge of deception.

On both points the plaintiff lost. The court said that the testimony of the defendant and of his witnesses, one of whom was the notary public, made it very plain that the total sum of P20,000 in Japanese money had been paid. Specifically, the court found that "after the execution of Exhibit 2 (the deed of sale) on January 28, 1945, in his own office on the Escolta, the defendant handed the sum of P13,500, which represented the balance of the agreed price of the land sold with pacto de retro, to the plaintiff, who after receiving the said sum, personally prepared and signed Exhibit 3 and its duplicate Exhibit 3-A, in which the plaintiff acknowledged having received the stated sum of P13,500." Referring to the plaintiff's testimony branding Exhibits 3 and 3-A as forgeries, the court declared that there was no reason for the defendant's witnesses to falsify the truth, and added that from a careful examination it had made of the signatures on those exhibits and a comparison thereof with the admittedly genuine signatures of the plaintiff, it (the court) was fully convinced that the receipts were genuine.

The plaintiff formally announced that he would not discuss these findings. In this notice of intention to appeal, he made it known that he was going to raise only questions of law, and so moved that the case be elevated to the Supreme Court. Strange as it would seem, however, the first and second assignments of error are premised on the proposition that the aforesaid receipts are forged, thus impeaching the trial court's conclusions of fact.

In connection with the first assignment of error, the facts appear to be that after a pre-trial or several pre-trials and before the regular trial, the plaintiff requested the court "to order defendant or his counsel to present to this Honorable Court the said receipt for P13,500 Jap war notes, supposedly signed by the plaintiff, for the plaintiff to

inspect, on August 3, 1948 or on such other date not later than August 10, 1948." Over the objection of the defendant's attorneys, the motion was granted, and on August 16, by order of the court, the documents were brought, by a messenger, to the clerk's office where they were inspected by the plaintiff. Immediately after the inspection, the plaintiff wrote a motion with a prayer that the said documents be entrusted to the clerk of court "for safekeeping." The plaintiff said in his record on appeal that, accompanied by the clerk of court, he took that motion to Judge Bernabe's chamber "to get the Judge's opinion as to the advisability of retaining in his custody the document or receipt in question, whereupon the Honorable Trial Judge verbally denied plaintiff's motion."

The motion did not state the plaintiff's purpose in asking to have the clerk retain Exhibits 3 and 3-A. Subsequent developments would tend to show that ostensibly he wanted to submit them to a handwriting expert. Supposing that to be the case, the plaintiff made a wrong choice of procedure. His right as outlined in Section 1 of Rule 21 was to have the other party produce and permit the inspection and copying or photographing of the questioned receipts, not to distrain them without the knowledge of their lawful owner and possessor, as he would have the court do.

Quite apart from the fact that the* plaintiff's motion was not sanctioned by the Rules of Court, there is no showing that its denial prevented him from pursuing his object. From the date of the denial to the date of the decision, a long time elapsed and there was a trial wherein the documents were introduced. Yet he did not renew his motion after the ground of the court's previous denial had disappeared (which was that it had no control over the documents before they had become part of the record) nor lifted a finger in that direction. There is no showing or insinuation that the said documents had been tampered with when they were offered in evidence.

If the purpose of the motion to place Exhibits 3 and 3-A under the clerk's custody was not to impugn them in the civil action then being tried, but to prefer criminal charges against the defendant, that chance was actually afforded him. After the decision had been handed down, a motion "to temporarily withdraw said exhibits" was allowed, and the clerk was directed to take Exhibits 3, 3-A, F, and 2 to the National Bureau of Investigation for examination. Incidentally, nothing whatever is said about what happened after the last-mentioned order was issued, which gives weight to the inference that the handwriting expert did not find any anomaly in any of the documents, or that the plaintiff desisted from his purported intention.

This error then was, to say the least, trivial and nonprejudicial.

The original motion was properly denied if only because it had been filed *ex parte*. What would have been an abuse of discretion was for the court to grant, without notice to the adverse party who had every right to be heard, a motion calculated to take away from him, even though only temporarily, papers so vital to his case. It is to be recalled that the exhibits in question had been brought only by a messenger for the avowed and sole purpose of enabling the plaintiff to examine his supposed signatures thereon, and not for the clerk to keep them. There was no assurance that in the clerk's office the documents would be secure from being stolen or altered.

The second assignment of error concerns the denial of plaintiff's first motion for a new trial and attacks the court's findings, heretofore extracted, on the evidence. Denial or granting of that motion lay within the sound discretion of the court. The plaintiff's sole remedy if he disagreed with the court's appraisal of the proofs was to appeal the decision on the court's findings. The plaintiff's minute and extensive argument in this instance, designed to show that the court's conclusion were wrong, can not afford him any relief.

The second or supplemental motion for a new trial, the denial of which is the subject of the fourth assignment of error, added a new ground to the first motion for new trial and assailed the validity of the contract of sale for supposed lack of valuable consideration or because the consideration was "false and illicit." Here is what we make out of the plaintiff's line of reasoning, which is none too easy to understand:

At the start and through the greater part of the Japanese occupation, the Japanese war notes were at par with the Commonwealth currency and were so understood and recognized both by the Philippine Executive Commission and the "Japanese-sponsored Philippine Republic." By the contract in question the parties reduced the rate of exchange between the two currencies from par to one to ten. "This reduction is contrary to the law or public policy promulgated by the Japanese military authorities, or the Philippine Executive Commission." Therefore the consideration was false and illicit and the contract was void ab initio, according to Articles 1255, 1275, 1276, and 1278 of the Civil Code.

What the plaintiff would want the court to do as a result of the contract's alleged nullity is not stated or made clear. However that may be, the contract was not void. It was licit for the parties to agree that the vendor should pay the purchaser only P2,000 instead of P20,000 as price of repurchase regardless of the currency received by the vendor. In this case the plaintiff, who is a full-fledged lawyer and appeared below in his own behalf and filed the brief in this instance, drew the deed of sale himself, according to the lower court's finding, and the fixing of the ratio of ten to one between the Japanese war notes and the Commonwealth money must have been his own idea and certainly was for his own benefit. If the devaluation of Japanese money bothered the plaintiff's conscience, there was no law to prevent him from redeeming the land for P20,000, or P15,000 which he admitted having received.

The plaintiff says in another part of his lengthy brief that the use he was able to make of the Japanese money paid him by the defendant was much less than he had expected. This point seems to run counter to the plaintiff's vehement protest that the Japanese war notes were illegally depreciated in the contract. However, setting aside this apparent inconsistency in the plaintiff's position, the plaintiff is not entitled to a rescission or to a discount on the basis of the benefit he actually derived from the purchase price. The law does not relieve a party from the effects of an unwise, foolish or disastrous contract, entered into with all the required legal formalities and with full awareness of what he was doing. The trial court affirmatively found that no fraud or deception had been perpetrated by the defendant on the plaintiff. The well-demonstrated high intelligence of the plaintiff, his legal acumen and good grasp of the intricacies of law, precludes every possibility of his having been duped.

The third assignment of error, which we have decided to take up last in the interest of logical sequence, has to do with the court's denial of plaintiff's motion to suspend the judgment. That motion was predicated on the fact that the plaintiff had lodged a criminal complaint with the provincial fiscal of Cavite, later transferred to the city attorney of Cavite City, against the defendant. The criminal complaint was filed on May 30, 1949 after the rendition of the decisions, which was on May 11, charging the defendant with having feloniously introduced in the civil case that had recently been decided, Exhibits 3 and 3-1 on which, according to the allegations, his signature had been forged. What has become of that complaint or what action the city attorney has taken on it, is not disclosed.

Suspension of a judgment already promulgated in a civil action by the filing of a criminal complaint with the prosecuting attorney charging the winning party with having introduced false documentary evidence, is not contemplated by Sec. 1 (c) of Rule 107, as a perfunctory reading of this rule will show. Were the rule as contended by the appellant, the losing party could stop the course of any judgment in a civil action by the simple expedient of doing what the appellant has done in this case. The other corollary of such a theory, even if the fiscal should file an information, would indirectly be to subject the validity or effectiveness of a civil judgment to the scrutiny of another court or another judge in another proceeding.

The appealed judgment is affirmed with costs.

Paras, C. J., Feria, Pablo, Bengzon, Padilla, Montemayor, Reyes, Jugo and Bautista Angelo, JJ., concur.

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.