

FLORENCIA M. GUANCO, ACCOMPANIED BY HER HUSBAND, CELSO S. GUANCO, PLAINTIFFS AND APPELLEES, VS. SEGUNDO MONTEBLANCO AND NICOLAS MONTEBLANCO, DEFENDANTS. NICOLAS MONTEBLANCO, DEF...

G.R. No. L-14871. April 29, 1961

Ponente: CONCEPCION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/738141c70525/>

CONCEPCION, J.:

Appeal from a resolution of the Court of First Instance of Negros Occidental granting a motion of plaintiffs Florencia M. Guanco and Celso S. Guanco, for the dismissal of the second and third counterclaims in the amended answer of defendant Nicolas Monteblanco and dismissing said counterclaims.

Said plaintiffs are husband and wife, whereas defendant Segundo Monteblanco is the father of plaintiff Florencia M. Guanco. Plaintiffs' complaint set up several causes of action, some against defendant Segundo Monteblanco, others against defendant Nicolas Monteblanco, and the rest against both. The defendant filed separate answers and amended answers. The amended answer of Segundo Monteblanco admitted some allegations of the complaint, denied other allegations thereof, alleged some affirmative defenses and set up a counterclaim, with several causes of action. The amended answer of Nicolas Monteblanco, likewise, admitted some allegations of the complaint, denied1 other allegations thereof, and set up three (3) counterclaims. Plaintiffs moved for the dismissal of the second and third counterclaims of Nicolas Monteblanco, which was granted by the lower court. Hence, this appeal by said defendant.

Although both parties have, in their respective briefs, merely discussed the merits of the resolution granting said motion to dismiss, this appeal cannot be entertained, for the simple reason that said resolution is interlocutory in nature, and, hence, its review should be deferred until after the disposition of the main case, which does not appear to have been heard as yet. The necessity of not passing upon the merits of said resolution becomes more apparent when we consider that the issues raised in the second and third counterclaims of Nicolas Monteblanco are interwoven with the main issues raised in plaintiff's complaint and the amended answer filed by defendant Segundo Monteblanco (*Caldera vs. Balcueva*, 84 Phil., 304, 305; *Quimosin vs. Javien*, L-2968, resolution of July 19, 1949).

Indeed, plaintiffs seek in their complaint: (1) the partition of the conjugal partnership of Segundo Monteblanco and his deceased wife Concepcion Benedicto, mother of Florencia M. Guanco, which allegedly continued under the administration of Segundo Monteblanco; (2) an accounting thereof; (3) the delivery of several parcels of land the possession of which is said to have been forcibly taken by Segundo Monteblanco from the plaintiffs; (4) the recovery of damages allegedly suffered by them in consequence thereof, aside from attorney's fees; (5) the reconveyance to the plaintiffs of certain sugar quotas allegedly belonging to them and said to have been fraudulently and simulatedly transferred by Segundo Monteblanco to Nicolas Monteblanco, after both had caused the registration of said quotas in plaintiffs' name to be cancelled in the corresponding central; (6) the registration

of said quotas in the name of the plaintiffs; (7) the recovery of P4,350 claimed to have been paid by plaintiffs to Segundo Monteblanco in consideration of his alleged promise to disclaim any interest in said quotas, which he did not fulfill; (8) the recovery from Nicolas Monteblanco of P10,000 as moral and exemplary damages caused by the aforementioned acts said to have been performed by Segundo Monteblanco upon: the advice of Nicolas Monteblanco, who is allegedly the illegitimate son of Segundo Monteblanco; (9) the recovery from Segundo Monteblanco of one-half of the price of two (2) lots of the aforesaid conjugal partnership allegedly sold by him; (10) the recovery of a lot said to have been held by Segundo Monteblanco in trust for the plaintiffs and allegedly conveyed by him fraudulently and fictitiously to Nicolas Monteblanco; and (11) the appointment of a receiver of the properties above referred to, in order to forestall further manipulations of the defendants to defraud the plaintiffs and to insure the proper management of said properties, which Segundo Monteblanco is not in a position to undertake due to "old age and physical handicap."

Upon the other hand, Segundo Monteblanco alleged in his amended answer, inter alia, that, since the death of his wife, the properties belonging to their conjugal partnership and some of his exclusive properties were administered by the plaintiffs; that the property to which plaintiffs' third cause of action refers belongs, not to them, but to him; that the sugar quotas alluded to in the complaint are his exclusive property and the conveyance thereof to Nicolas Monteblanco was made for a consideration actually paid by him; that certain properties of Segundo Monteblanco were mortgaged to secure a loan for a given venture of the plaintiffs; that the latter administered said properties and saw to it that the mortgage be foreclosed; that plaintiffs, subsequently, secured in their favor a promise to sell from the mortgagee, which had acquired said properties at the auction sale, and, then, fraudulently conveyed their rights to a relative of plaintiff Celso S. Guanco, thus depriving Segundo Monteblanco of his aforementioned properties; that Nicolas Monteblanco is not his offspring, but the legitimate son of the deceased Nicolas Sian Sr., who left the child under his (Segundo Monteblanco's) custody; that Nicolas Sian Sr., likewise, left his properties under the care of Segundo Monteblanco, in trust and for the benefit of Nicolas Monteblanco; and that, in order to help the plaintiffs extricate themselves from some financial difficulties they had before the war, particularly in connection with the purchase of an Hacienda Fidela, certain crop loan deficits and some time loan accounts, Segundo Monteblanco sold the aforementioned properties, held by him in trust and for the benefit of Nicolas Monteblanco, and applied the proceeds thereof to the payment of said obligations of plaintiffs herein.

Segundo Monteblanco prayed therefore: (a) that plaintiffs be sentenced to render accounts of their administration of said conjugal estate and of his own properties, and to reconvey to him his properties which were illegally acquired by them from the mortgagee thereof, as well as to pay moral damages, exemplary damages and attorney's fees; (b) that the Hacienda Fidela be placed under receivership pendente lite; (c) that plaintiffs be ordered to reconvey said Hacienda to Nicolas Sian Jr. (Nicolas Monteblanco) in consideration of the purchase price thereof, which was paid with proceeds of the properties held by Segundo Monteblanco in trust and for the benefit of said Nicolas Sian Jr. (or Nicolas Monteblanco), or else, to pay him the amount of said proceeds, with interest thereon, as well as the amount of the other obligations of the plaintiffs paid with proceeds of said properties.

The allegations in plaintiffs' complaint and in the amended answer of defendant Segundo Monteblanco regarding the nature of the relations between Segundo Monteblanco and Nicolas Sian, Jr. or Nicolas Monteblanco, gave occasion for the latter's counterclaims. In the first counterclaim of Nicolas Monteblanco, he sought moral and exemplary damages for the injury caused by the allegation that he is an illegitimate son of Segundo Monteblanco, despite the alleged knowledge of the plaintiffs that he (Nicolas Sian, Jr. or Nicolas Monteblanco) is the son of the spouses Nicolas Sian, Sr. and Rosario Velasco.

By way of second cause of action, Nicolas Monteblanco alleged that "with the full knowledge of plaintiffs regarding the existing * * * trust" and "with the understanding" that Segundo Monteblanco "would sell the properties held in trust for Nicolas Sian Jr. (Nicolas Monteblanco) so that with the proceeds of the purchase" (sale) "thereof he would purchase, as in effect he did purchase * * * the said Hacienda Pidela and in the meantime place it in the name of plaintiff Celso S. Guanco and his wife"; that for such "purpose, with the proceeds of the sale of the trust properties" Segundo Monteblanco "paid the amount of about twenty-five thousand pesos in payment of the price of 'Hda. Fidela' and other amounts totalling about fourteen thousand pesos * * *"; and "that in doing this, the defendant Segundo Monteblanco acted in the belief as he was assured by Celso S. Guanco upon demand at any time, he would deliver the property purchased with the trust funds (Hda. Fidela) to the beneficiary thereof, who is no other than Nicolas Monteblanco".

The third counterclaim of Nicolas Monteblanco refers to other sums of money, taken from the proceeds of the sale of said properties of the Sians, allegedly applied by Segundo Monteblanco to the satisfaction of other monetary obligations of the plaintiffs, as set forth in the amended answer of Segundo Monteblanco.

Insofar as the appeal before us is concerned, the allegations of the complaint and of the two (2) amended answers adverted to above offer the following salient features, namely:

- Plaintiffs, according to the defendants, were aware of the fideicomisary character of the funds applied by Segundo Monteblanco to the satisfaction of their (plaintiffs') debts, and Segundo Monteblanco did so, according to Nicolas Monteblanco, upon the assurance of plaintiff Celso S. Guanco that "upon demand at any time he would, deliver the property purchased with the trust funds (Hda. Fidela) to the beneficiary thereof, who is no other than Nicolas Monteblanco". It is thus difficult to understand why the lower court found, in the resolution appealed from, that Nicolas Monteblanco had a cause of action against Segundo Monteblanco only, not against the plaintiffs.

- The second and third counterclaims of Nicolas Monteblanco are, not only intimately related to the issues raised by the complaint and the amended answer of Segundo Monteblanco. Said counterclaims of Nicolas Monteblanco are substantially identical to the fourth and sixth causes of action in the counterclaim of Segundo Monteblanco. Hence, they will have to be decided by the lower court, after trial of the case on the merits, regardless of its resolution dismissing the second and third counterclaims of Nicolas Monteblanco. As a consequence, a determination of the merits of the present appeal would lead to a judgment on said causes of action in the counterclaim of Segundo Monteblanco.

Wherefore, without prejudice to the consideration of the merits of said resolution at its proper time, this appeal is hereby dismissed, with the costs of this instance against defendant-appellant Nicolas Monteblanco. It is so ordered.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Barrera, Paredes, and Dizon, 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.