

ARCADIA REYNES, PLAINTIFF AND APPELLANT, VS. LA COMPAÑIA GENERAL DE TABACOS DE FILIPINAS ET AL., DEFENDANTS AND APPELLANTS.*G.R. No. L-6242. February 03, 1912*

Ponente: TRENT, J.

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Sometime during the latter half of the year 1901, Alfredo Jeanjaquet opened an account with the Iloilo branch of the Compañia General de Tabacos de Filipinas. From that time until about July, 1906, he received at various times money, machinery, and other supplies. During this same period he made various payments on his account by turning over to the company's agent sugar and other farm products. On the termination of the business relations between that company and Jeanjaquet, it was found that he was indebted to the said company in the sum of over P55,000. The company, in the month of August, 1906, instituted an action in the Court of First Instance of the Province of Occidental Negros, in which judgment was asked for the balance due. Subsequently thereto and on the 1st of September, 1906, the plaintiff in that action obtained an attachment and placed the same in the hands of the sheriff for execution. The sheriff, through his deputy, in compliance with the order of the court, wherein he was directed to attach and hold sufficient of the defendant's property to cover the amount of over P55,000 alleged to be due the plaintiff company, proceeded to attach various articles of personal property and six parcels of land, which he, the sheriff, was informed belonged to the defendant in that case. Immediately after the attachment of this property the plaintiff in the case at bar, Arcadia Reynes, filed a protest with the deputy sheriff, claiming to be the exclusive owner of practically all of the property thus attached, and asked the said deputy sheriff to dissolve the attachment. On the deputy sheriff's refusing to grant her request, she instituted this action, making the sheriff, the deputy sheriff, and the Compañia General de Tabacos de Filipinas party defendants, and asked the court to declare that all the property specified in her protest belonged to her, and for the dissolution of the attachment in reference to this property. The sheriff and his deputy having failed to appear and answer the complaint, judgment by default was entered against them. The defendant company filed its first answer to this complaint on January 19, 1907, in which it confined itself to denying all of the allegations in the complaint. Subsequently thereto and on the 4th of February of the same year, the company filed an amended answer. In this amended answer the company again denied all the allegations in the complaint, and alleged in its cross-complaint that the contract of purchase and sale made on the 23d of September, 1903, wherein it appears that the plaintiff purchased a one-half undivided interest in the hacienda Providencia from Manuela Daniel, was simulated, the true purchaser being Alfredo Jeanjaquet, and that the said Jeanjaquet entered into that simulated contract for the purpose of disposing of his property in order to defraud his creditor, the defendant company. The defendant company prayed the court to include the said Jeanjaquet in this suit as one of the defendants; that said contract of purchase and sale be declared null and void; and that the plaintiff be required to pay the costs. On the 5th of August of the same year, the defendant company filed another amended answer. In this last amended answer, it admitted the allegations set forth in paragraphs 1, 2, and 3 of the complaint, and denied those in paragraphs 4, 5, 6, and 7. As a special defense, defendant alleged that all the property described in the complaint belonged exclusively to Alfredo

Jeanjaquet, who was then indebted to it in the sum of over ^55,000, and asked the court to absolve it from the complaint and declare that all of said property belonged to the said Jeanjaquet.

After a full consideration of the proofs presented, the trial court rendered judgment declaring Alfredo Jeanjaquet' to be the owner of a one-half interest in the hacienda Providencia, two houses, one stable, and several articles of personal property, and the plaintiff to be the owner of the other five parcels of land, all of the carabao and cattle, and one sewing machine. From this judgment, both parties appealed and presented separate bills of exceptions.

We think the findings of the trial court, wherein it held that those specified articles of personal property attached (except the horses, which have since died and for which counsel for the plaintiff now make no claim) belonged to Alfredo Jeanjaquet, is fully supported by the evidence of record. A discussion upon the ownership of these articles of personal property is unnecessary.

It will be noted that the defendant company, in its second amended answer, alleged fraud on the part of the plaintiff and Alfredo Jeanjaquet, but that in its final amended answer it specifically eliminated this question. No allegation of fraud is alleged in this final answer, nor are there any allegations from which fraud may be inferred. Unquestionably, the company had a right to set up fraud on the part of the plaintiff and Alfredo Jeanjaquet as a special defense. It is nevertheless just as true that it had a perfect right to eliminate this question and rely solely upon the ownership. Where pleadings are amended, the prior pleadings are to be regarded as abandoned. (39 Cent. Dig. Pleading, sec. 737], and cases thereunder.)

An amended complaint and the answer thereto, when filed, take the place of the originals, which then cease to perform any further function as pleadings. (People vs. Hunt, 1 Idaho, 433.)

Where issue is joined on an. amended petition, the original answer not being made a part of the second answer, the case stands for trial on the amended pleadings only. (First National Bank vs. Western Union Telegraph Company, 30 Ohio, 555.) In this case the telegraph company set up a special contract as a defense against a claim for damages. In the amended answer no reference was made to this special contract. The court said:

"In this state of the pleadings, we look to the amended petition and answer alone. Thus, the special contract is eliminated from the case."

Where an amended answer is complete in itself, it supersedes the original answer, which no longer remains a part of the record. (Kuhland vs. Sedgwick, 17 CaL, 123; White vs. Hampton, 9 Iowa, 181; Olesen vs. Newell, 12 Minn., 186; Wells vs. Applegate, 12 Ore., 208.)

It is unnecessary to decide in this case what would have been the result of the question with reference to the pleadings if the defendant company had presented evidence establishing fraud on the part of the plaintiff and Alfredo Jeanjaquet, and had that evidence been admitted without objection on the part of the plaintiff. The only question to be determined is, who was the owner of the remainder of the property in dispute at the time the attachment was executed?

The principal contention between the parties has been in reference to the ownership of the one-half undivided interest in the hacienda Providencia. In Exhibit No. 1, which is a notarial document executed on September 23, 1903, by Manuela Daniel in favor of the plaintiff, it clearly and specifically appears that this one-half undivided interest in that hacienda is the property of the plaintiff. It is admitted that Daniel was the owner of this one-half of the hacienda, and when she executed this public document, she stated that the sale was made to the plaintiff. Exhibit 3 is a contract executed by Manuela Daniel in favor of the plaintiff on the 18th of August, 1904, extending the time for the payment of the balance due on this one-half interest in the hacienda. In 1906 Manuela Daniel brought an action in the Court of First Instance of Occidental Negros against this plaintiff to recover the balance

of the purchase price due on that hacienda and obtained judgment against this plaintiff for F514.44, together with interest and costs. This judgment was satisfied by the plaintiff, according to the receipt of the clerk of the court. In the certified copy of the decision of the court in that case of Manuela Daniel vs. Arcadia Reynes, it is established that the plaintiff in the case at bar made certain payments on that land: on the 29th of September, 1903, she paid P500; in March, 1904, P31.40; in September, 1904, P19.75; and on November 10, 1904, P636.50. All of these partial payments, according to the documentary evidence, were paid by the plaintiff and receipted for by the seller or her agent. Notwithstanding this documentary evidence, part of which appears in a notarial document, and part in a solemn judgment of the court, Manuela Daniel testified that this one-half undivided interest in the hacienda Providencia was not sold to the plaintiff but to Alfredo Jeanjaquet. Such testimony on the part of the seller does not deserve serious consideration, in view of the fact that she herself has stated, over her own signature, on various occasions, that the purchaser was the plaintiff. Furthermore, she admits, in these documents, that she received the money from the plaintiff; and again, she brought an action against the plaintiff and did recover from her the balance due on the purchase price. After having made all of these transactions in this manner, it is too late for Manuela Daniel to say, some three years later, that these documents do not state the truth.

But it is insisted that Alfredo Jeanjaquet furnished the plaintiff the money with which this one-half interest in that hacienda was purchased. Alfredo Jeanjaquet testified that he has no interest whatever in this hacienda. If he did furnish the money for its purchase (this fact is not proved), the result would be the same, as he had a right to loan the plaintiff money or make her a present of it. The ownership of the two houses and the stable necessarily followed the ownership of the one-half undivided interest in the hacienda.

We think the trial court, in considering the testimony with reference to the ownership of the one-half undivided interest in this hacienda, failed to give due weight and credit to the documentary evidence presented by the plaintiff, especially the notarial document of purchase and sale and the judgment of the court wherein the seller sought to and did recover the balance of the purchase price from this plaintiff.

The findings of fact of the trial court with reference to the other five parcels of land and the carabao and cattle are fully supported by the evidence.

The judgment appealed from should be and the same is hereby modified by excluding from the real property declared to be that of Alfredo Jeanjaquet at the time the attachment was executed, the one-half interest in the hacienda, the two houses, and the stable. This one-half undivided interest in the hacienda, and the buildings, are hereby declared to be the property of the plaintiff. As thus modified, the judgment is affirmed, without costs.

Arellano, C. J., Torres, Mapa, Johnson, Carson, and Moreland, JJ., concur.

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