

ENGRACIO DE ASIS, PETITIONER, VS. THE COURT OF APPEALS AND PEDRO M. MARTIRES, RESPONDENTS.

G.R. No. L-1538. November 29, 1949

Ponente: PADILLA, J.

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PADILLA, J.:

On 20 September 1937, petitioner and respondent Pedro M. Martires executed a contract whereby the former leased to the latter a lot, together with the house erected thereon, located at No. 1190 calle Tuberias, Manila, for and in consideration of P200 for the first month and P30 every month thereafter. Petitioner further agreed to sell the property to respondent Martires upon full payment of the sum of P4,640, or P3,000 and 10 per cent interest thereon to the date of the sale, deducting therefrom all the sums that had been paid as rents (Exhibit A). The respondent paid the P200 upon the execution of the contract and the monthly rental of P30 from 20 September 1937 to 20 July 1942 as agreed upon. On 13 October 1943, upon the payment of the sum of P3,000, the petitioner executed a deed of sale whereby he transferred, conveyed and sold to the respondent the lot and house referred to (Exhibit B). The deed was registered and a transfer certificate of title for the lot and house in the name of respondent Pedro M. Martires was issued.

Claiming that he had been forced to accept the payment of P3,000 and to execute the deed of sale on 13 October 1943, petitioner brought an action to annul the sale. Judgment was rendered by the Court of First Instance dismissing the complaint and counterclaim without costs. The Court of Appeals affirmed the Judgment. From the judgment of the last mentioned court, petitioner brought the case to this Court for review of said judgment by means of a petition for a writ of certiorari. He contends that the Court of Appeals could not decide "the validity of the transaction without deciding the validity of the consideration paid by the defendant," and that the Court of Appeals could not decide "whether the proclamation issued by the Japanese Military Government regarding the circulation of Japanese money was valid or not."

The first point raised whether there was threat, intimidation, or duress, exerted upon the petitioner when he executed the deed of sale the annulment of which he seeks, is a question of fact. The Court of Appeals, as well as the trial court, found that there was no such threat, intimidation, or duress, because it was the petitioner who requested the respondent to settle his account; it was he who caused the deed of sale to be drawn up; and the deed of sale having been executed in the presence of two witnesses and acknowledged before a notary public, none of them was called upon to testify to corroborate his claim and testimony that threat, intimidation, or duress was exerted upon him and that for that reason he executed and signed the deed of sale. The Court of Appeals on this point says:

"The evidence of record shows, however, that in the present case the transaction of sale between the parties herein was made voluntarily and that the penal sanctions for refusing to accept the Japanese notes contained in the aforesaid proclamations had nothing to do with the execution of Exhibit B. Of his own free will, plaintiff-appellant demanded payment and voluntarily received the Japanese notes tendered to him by the defendant-appellee, and said notes being current at the time and could be legally used for acquiring property, it

is evident that contract, Exhibit B, cannot be invalidated only because its consideration has been paid in Japanese military notes. And there being no fraud, error, intimidation or any cause which may vitiate its validity, we find no ground to support the contention that said contract is null and void."

The other two points raised by the petitioner are similar to those advanced in another case in which he is also the petitioner (G. R. No. L-1862). In that case we said:

"These findings (referring to threat, intimidation, or duress) cannot be disturbed. They are binding upon this Court. Such being the case, even if the other two points raised by the petitioner were decided in his favor, that would not alter the result of the decision under review, because granting that the Japanese military or war notes were not legal tender and that the proclamation of the Commander-in-Chief of the Imperial Japanese Army making compulsory the use of the war notes for payment of pre-war obligations or debts was unauthorized by the regulations of the Hague Conventions of 1907, still having required the vendee to settle his account and accepted voluntarily the payment of the balance of the purchase price, as found by the court! below, the vendor cannot be permitted now to question such payment. He could have donated the balance of the purchase price and executed the deed of sale in favor of the vendee."

The judgment is affirmed without costs

Moran, C.J., Ozaeta, Paras, Bengzon, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

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