

ALEJANDRO SAMSON, PETITIONER, VS. ANDREA B. ANDAL DE AGUILA, ET AL., RESPONDENTS.*G.R. No. L-5932. February 25, 1954*

Ponente: PARAS, J.

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On March 4, 1947, Alejandro Samson filed against Agapito B. Andal and Valentina Berana de Andal in the Court of First Instance of Manila a complaint for declaratory relief, praying that judgment be rendered fixing the amount which Alejandro Samson should pay to Agapito B. Andal and Valentina Berana de Andal under a deed of mortgage executed by the former in favor of the latter, and that the defendants be ordered to cancel the mortgage upon payment of said amount. On August 26, 1949, the court rendered a decision, declaring that the amount due from the plaintiff to the defendants is P150, Philippine currency, plus annual interest at the rate of 7 per cent from October 25, 1944, and ordering the defendants to execute the proper deed of cancellation upon payment by the plaintiff of said amount. The court applied the Ballantyne scale of values. Agapito B. Andal and Valentina Berana de Andal appealed to the Court of Appeals which, on June 9, 1952, rendered a decision holding that the plaintiff should pay to the defendants P6,000 (the full amount of the loan obtained by the plaintiff from the defendants on October 25, 1944), in actual Philippine currency, plus the stipulated interest, but subject to the moratorium law. From this decision Alejandro Samson has appealed to this Court by Way of certiorari. By resolution of October 17, 1952, Agapito B. Andal and Valentina Berana de Andal (who had died) were ordered substituted as parties respondents by their heirs, Andrea B. Andal de Aguila and others.

The Court of Appeals found that Alejandro Samson, herein petitioner, obtained from Agapito B. Andal and Valentina B. de Andal on October 25, 1944, a loan of P6,000, with interest at 7 per cent per annum and, to secure its payment, the former executed in favor of the latter a real estate mortgage. That court, in holding that the petitioner should pay P6,000 in present Philippine currency, argued that while the loan was made during the Japanese occupation, it became due and payable only after said period. We have heretofore sustained the proposition that, when an obligation is payable within a certain period of time, and the whole or part thereof coincides with the Japanese occupation, payment after the liberation must be adjusted in accordance with the Ballantyne schedule, because the debtor could have paid said obligation in Japanese war notes during the occupation. (Asis vs. Agdamag,[1] G. R. No. L-3709, October 25, 1951; Ang Lam vs. Peregrina,[2] G. R. No. L-4871, January 26, 1953.) As Mr. Justice Feria indicated in his concurring opinion in the case of Gomez vs. Tabia,[3] 47 Off. Gaz. 641, the debtor's mere failure to accomplish payment during the Japanese occupation did not make him liable to pay, as damage or penalty, the difference between the value of the Japanese war notes at the time the obligation became payable and of the Philippine currency at the time of payment. It is true that the creditors herein could not demand payment prior to October 25, 1945, but this did not preclude the debtor, herein petitioner, from paying his obligation at any time within one year from October 25, 1944, if he had wanted to do so.

Wherefore, the decision of the Court of Appeals is hereby reversed, and it is declared that the amount which the

petitioner should pay to cancel his mortgage is only the sum of P150, the equivalent in actual Philippine currency of P6,000 in Japanese war notes on October 25, 1944, plus annual interest at the rate of 7 per cent on the said sum of P150 from October 25, 1944. So; ordered without costs.

Bengzon, Reyes, Jugo, Bautista Angelo, and Labrador, JJ., concur.

Padilla, J., concurs in the result.

[1] 90 Phil., 249.

[2] 92 Phil., 506.

[3] 84 Phil., 269.

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