

ANASTACIO MORELOS, PETITIONER, VS. GO CHIN LING, ET AL., RESPONDENTS.

G.R. No. L-12794. May 26, 1959

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/c01246a34640/>

BAUTISTA ANGELO, J.:

This is a petition originally filed before this Court seeking to annul certain writ of execution, public auction sale, and certificate of sale covering certain property situated in Manila carried out by the sheriff allegedly contrary to the judgment rendered in the main case, and to recover damages and attorney's fees.

The petition, as amended, alleges that in Civil Case No. 12772 of the Court of First Instance of Manila, entitled Co Chin Ling vs. Anastacio Morelos, for rescission of contract and recovery of rentals, the court, Judge Higinio B. Macadaeg presiding, after due trial, rendered on March 11, 1952 a decision the dispositive part of which reads: "judgment is hereby rendered ordering the defendant, Anastacio, Morelos, to pay to the plaintiff, Co Chin Ling, the amount of P1,023.00 a month from February, 1950 up to the present time. Defendant shall also pay the costs;" that this case was elevated to the Court of Appeals which on February 8, 1957 rendered a confirmatory judgment, that pursuant to said order issued by Judge Macadaeg, a writ of execution of the decision was issued to the Sheriff of Manila on July 31, 1957 which in substance commanded the latter to "cause to be made the sum of One Thousand and Twenty Three Pesos (P1,023.00) Philippine currency, a month from the—day of February, 1950, to January, 1957, until the date of payment at the rate of—per cent per annum," that since said writ of execution is different from the decision originally rendered by Judge Macadaeg, as affirmed by the Court of Appeals, which merely ordered Atty. Anastacio Morelos to pay to Co Chin Ling the sum of P1,023.00 a month from February, 1950 up to the present time (March 11, 1952), date of the decision, which covers a period of 2 years and 11 days, petitioner filed on August 5, 1957 with Judge Macadaeg a motion for the correction of said writ of execution to make it conform to the decision aforesaid; that on August 21, 1957, respondent Co Chin Ling filed an opposition to said motion for amendment: that on August 29, 1957, Judge Macadaeg issued an order denying the motion for amendment; that on August 30, 1957, the sheriff of Manila carried out the writ of execution by selling the property at public auction to one Rufino Co Ling for the sum of P120,000.00; that to avoid the loss of his property and the payment of 1% monthly interest on the sum of P120,000.00 which would accrue if the property is not redeemed, petitioner has been forced to redeem the property for the said sum of P120,000.00, plus the corresponding interest, by reason of which he has been unjustly deprived of the sum of P95,072.90 which represents the excess over the real amount of the judgment amounting only to the sum of P24,927.10, at the rate of P1,023.00 a month, from February 1950 up to the present time (March 11, 1952). Wherefore, petitioner prays (1) that the writ of execution, public auction sale and certificate of sale executed by the sheriff of Manila as to the excess of P95,072.90 be annulled and that the latter or his co-defendant Co Chin Ling be ordered to deliver to petitioner said sum of P95,072.90; and (2) that respondent judge and sheriff of Manila be ordered to pay petitioner jointly and severally the sum of P5,000.00 as damages and a reasonable amount of attorney's fees, plus the costs of the proceedings.

Respondents, answering the petition, stated that the writ of execution issued by respondent judge on July 31, 1957 is in accordance with the decision rendered by him on March 11, 1962, which was affirmed by the Court of Appeals on February 8, 1957; that respondent judge acted on the matter in the exercise of his jurisdiction and did not commit any abuse of discretion; that the sheriff of Manila, in conducting the public auction sale of the property in question, merely complied with the writ of execution issued by the court on July 31, 1957, and that respondents merely acted in accordance with law and the decision rendered in the main case, and therefore no damages could be caused to petitioner. As special defense, respondents alleged that on September 3, 1957, petitioner filed in the Court of First Instance of Manila a complaint which seeks the same relief prayed for in the present petition (Civil Case No. 33598), and as said action was prior in time and said court has already assumed jurisdiction over the case, the present petition cannot be entertained. They also prayed for damages in the amount of P5,000.00.

It should be noted that the main issue submitted to the court for determination in the main case refers to the period of the contract of lease embodied in Exhibit B. It was Co Chin Ling's contention that the lease was to run for 8 years from January 31, 1949, date of said exhibit, while petitioner contended that it was only for one year, and this issue was resolved by the trial court in line with respondent's contention. In other words, the court found that the period of lease agreed upon was for 8 years beginning from said date. This finding was concurred in by the Court of Appeals. It also appear that the rentals of the property amounting to P1,023.00 a month from January to December, 1949 and January, 1950 had been paid by petitioner, but beginning the month of February, 1950 to the date of the filing of the complaint, December 12, 1950, petitioner refused to make further payment of the rentals and so this action was brought. It further appears that the main case was decided by the Court of Appeals only on February 8, 1957, and the petition for review was finally acted upon by the Supreme Court on June 18, 1957. It is undoubtedly for these reasons that when respondent judge issued the writ of execution on July 31, 1957, he commanded the sheriff of Manila to collect the rentals of the property from February, 1950 to January, 1957, which completes the period of 8 years constituting the duration of the lease agreed upon. This command is therefore in line with the decision.

It is true that in its dispositive part petitioner was ordered to pay only "the amount of P1,023.00 from February, 1950 up to the present time", but this cannot be interpreted as to cover merely the period up to the date of the decision (March 11, 1952), for that would be contrary to its ratio decidendi. When a motion for correction was submitted by petitioner in an attempt to have that portion of the decision amended, the same was denied by respondent judge, stating tensely: "the Court finds no valid reason to disturb its order dated July 31, 1957" (Annex "J"). The clear implication from this statement is that the writ of execution was issued in accordance with the decision.

"While the opinion of the court is not part of the judgment, it may, in ease of uncertainty or ambiguity, be referred to for the purpose of construing the judgment (*D'Arcy vs. Staples & Hanford Co.*, 161 Fed. 733; *Pepper vs. Donnelly*, 8 S. W. 441; *Gentry vs. Pacific Live Stock Co.*, 77 Pac. 115; *State vs. Bank of Commerce*, 36 S. W. 719), particularly where the law requires the judge to state his reasons for the judgment (*Avery vs. Police Jury*, 35 Am. Dec. 202) as in case of an opinion by an appellate court (*Hardy vs. Mayhew*, 110 Pac. 113), or where the judgment itself refers to the opinion in such a way as to make it part of the record. (*Legrant vs. Rixey's Adm.* 3 S. E. 864)." (*Freeman on Judgments*, Vol. I, Sec. 76, p. 132)

Wherefore, the petition is denied, without pronouncement as to costs.;

Paras, C. J., Bengzon, Padilla, Montemayor, Reyes, A., Labrador, Concepcion, and Endencia, 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.