

SPOUSES JESUS AND ROSSANA SALAC, PLAINTIFFS-APPELLEES, VS. BRYAN SALTA, SPOUSES ENOFRE “REY” SALTA AND “MARING” SALTA, DEFENDANTS-APPELLANTS.

Ponente: REYES, JR., A. J.

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REYES, JR., A. J.:

The facts in this case are simple. SPOUSES ENOFRE and MARING SALTA (SPOUSES SALTA) entered into a construction contract with EDMAR Y. DIZON, JR., Vice-President of AMANDA INCORPORATED which owned and developed VIVA VILLA SUBDIVISION. Under said contract, SPOUSES SALTA undertook the construction of eight (8) units of raw houses and two (2) single detached units of more than 565 housing units of the subdivision project[1].

Sometime in August 1996, BRYAN SALTA (BRYAN), son of SPOUSES SALTA, together with LOLITO MANAPUL (MANAPUL), went to JESS & SONS’ LUMBER at Candaba, Pampanga, owned and operated by SPOUSES JESUS and ROSSANA SALAC (SPOUSES SALAC), for the delivery of construction materials at VIVA VILLA SUBDIVISION at Pandacaqui, Mexico, Pampanga, on credit[2]. Believing in good faith that they would make good their obligation, they agreed. Payment shall be effected after thirty (30) days from delivery, except for cement, which shall be paid after fifteen (15) days from delivery. Thus, on 3 September 1996 until 30 September 1996 they started to deliver construction materials at the construction site of SPOUSES SALTA in the aggregate amount of TWO HUNDRED THOUSAND, EIGHT HUNDRED and TEN CENTAVOS P200,800.10.[3]

Thirty (30) days thereafter, in accordance with their prior agreement, SPOUSES SALAC demanded payment of the construction materials from BRYAN and SPOUSES SALTA[4]. They went to their residence in Angeles City, Pampanga. They were informed that BRYAN was not around and promised to issue a check in payment of the above obligation by MARING SALTA. Subsequently, however, BRYAN went to Australia and SPOUSES SALTA failed to pay the obligation despite repeated demands.

Thereafter, on 23 January 1997, a complaint for collection of sum of money with damages was filed by SPOUSES SALAC against SPOUSES SALTA before the Regional Trial Court, Branch 41, San Fernando City, Pampanga, docketed as Civil Case No. 11037.

In their answer, SPOUSES SALTA interposed lack of cause of action, by way of defense, as they had no business and personal relationship with SPOUSES SALAC. Allegedly, none of the receipts, except Order Slip No. 1991, was signed by BRYAN[5]. They claimed that a joint venture was, initially, proposed by EDUARDO YANGA and a certain NOLI with BRYAN for the subcontract of certain housing units. EDUARDO and NOLI were charged of procuring materials while BRYAN was to handle the supply of labor. It did not materialize because BRYAN backed out when he could not get a working capital. For which reason, they, then, concluded that BRYAN had no legal tie of any nature with SPOUSES SALAC[6].

After the issues were joined, trial ensued on the merits.

For the plaintiffs-appellees, MANAPUL testified that he was the foreman in the construction project of SPOUSES SALTA in Pandacaqui, Mexico, Pampanga in July 1996. Sometime in August 1996, he, together with BRYAN, went to JESS & SON'S LUMBER. BRYAN talked with its owners SPOUSES SALAC for the delivery at the construction site of construction materials on credit. He made the orders of the construction materials from JESS & SON'S LUMBER upon prior request and approval of BRYAN. He signed most of the order slip/delivery receipts and received the materials requested at the construction site[7]. The order/delivery receipts were signed/received by JERRY SOMBILLO, a warehouseman at the spouses' construction project, and another by RICKY MERCADO, who worked at the site.

FLORENDO BALAGTAS, driver of JESS & SON'S LUMBER testified that he delivered the materials at the construction project of SPOUSES SALTA[8].

MARVIE SANTOS, project engineer of the VIVA VILLA SUBDIVISION, testified that he saw the delivery truck of JESS & SON'S LUMBER deliver materials at the construction site. She remembered because on several occasions, JESUS SALTA, asked from her directions on how to reach the project of SPOUSES SALTA in the 65 hectare subdivision, especially when a re-routing was implemented. The construction project of the entire subdivision was only 60% finished as of SEPTEMBER 1996.[9] The project of SPOUSES SALTA was completed only in November 1996. The foreman of SPOUSES SALTA'S construction project was MANAPUL[10].

Plaintiff SPOUSES SALAC, testified that they met BRYAN on several occasions. He called upon them to follow-up delay in the delivery of the ordered materials. They went to the residence of the SALTA's in Angeles City, Pampanga, demanding payment on several occasions but the obligation remained unpaid[11].

BRYAN and ENOFRE SALTA, and EDMAR Y. DIZON, SR. testified for the defendants-appellants. EDMAR Y. DIZON, SR. testified that he is the president of AMANDA INCORPORATED, which owned and operated VIVA VILLA SUBDIVISION with which SPOUSES SALTA undertook the construction of eight (8) raw houses and two (2) single detached units. MARVIE SANTOS was the project engineer[12].

BRYAN and ENORFRE SALTA, on the other hand, denied any liability to JESS & SON'S LUMBER. BRYAN testified that his father ENORFRE SALTA had a construction project at Pandacaqui, Mexico, Pampanga. He supervised the project. He knew MANAPUL personally as he is the first cousin of his mother[13]. But he does not have any participation in ordering the materials subject of the action. He was merely tricked by MANAPUL into signing one of the receipts[14].

On 8 May 2004 the court a quo rendered a decision, the dispositive part of which reads:

“VIEWED IN THE LIGHT OF THE FOREGOING, judgment is hereby rendered ordering defendants-spouses Enofre and Maring Salta to pay plaintiffs the following:

- 1) P200,800.10 as principal obligation plus 6% interest per annum from October 1996 until full payment;
- 2) P30,000.00 exemplary damages;
- 3) P50,000.00 attorney's fees plus P30,000.00 (at P1,000.00 per Court appearance); and
- 4) P10,000.00 litigation expenses.

SO ORDERED.[15]

Hence, this appeal.

Defendants-Appellants assigned the following as errors committed by the court a quo, to wit:

A

THE LOWER COURT ERRED IN ITS STATEMENT OF THE ISSUES AND IN DECIDING THE CASE BASED ON PLAINTIFFS-APPELLANTS' STATEMENT OF THE ISSUES WHICH COLORED THE COURT'S JUDGEMENT

B

THE LOWER COURT ERRED IN IGNORING THE LAW AND THE EVIDENCE IN FINDING DEFENDANTS-APPELLANTS LIABLE TO PLAINTIFFS-APPELLEES DESPITE LACK OF EVIDENCE TO SUPPORT THE CLAIM OF P200,800.10.

C

THE COURT ERRED IN HOLDING THE DEFENDANTS-APPELLANTS LIABLE FOR DAMAGES INTEREST, EXEMPLARY, ATTORNEY'S FEES AND LITIGATION EXPENSES[16]

which in essence questions the finding of facts of the trial court.

But the rule is settled, the finding of facts of the trial court and the assessment of credibility of witnesses is a matter best left to the trial court because of its unique position of having observed the elusive and incommunicable evidence of the witnesses' deportment on the stand while testifying, which opportunity is denied to the appellate courts.[17] As such, said finding of facts is accorded great weight and respect when no glaring errors, gross misapprehension of facts and speculative, arbitrary and unsupported conclusions can be gleaned from such findings.[18]

In civil cases, the quantum of proof required is mere preponderance of evidence. Preponderance of evidence is the weight, credit and value of the aggregate evidence on either side and is usually considered to be synonymous with the term "GREATER WEIGHT OF EVIDENCE" or "GREATER WEIGHT OF CREDIBLE EVIDENCE[19]."

In the instant case, we found the preponderance of evidence tilted in favor of the cause of the plaintiffs-appellees. Defendants-appellants, apart from their bare denials, failed to refute with controverting evidence the testimonial and documentary evidence offered by SPOUSES SALAC to support their claims.

MANAPUL, the foreman of the construction project and a first cousin of MARING SALTA testified that he together with BRYAN SALTA went to JESS & SON'S LUMBER asking for credit accommodation for the delivery of construction materials to be used in the construction project of SPOUSES SALTA. MANAPUL's testimony jibed with the claim of SPOUSES SALTA, their driver and the project engineer of VIVA VILLA SUBDIVISION.

BRYAN's excuse that he was tricked upon MANAPUL to sign the order slip for which reason his signature appeared thereon, is so lame to warrant weight and credence.

It is basic rule of evidence that bare allegation, unsubstantiated by evidence, are not equivalent to proof.[20] The testimony of BRYAN and ENOFRE SALTA are by their very nature self-serving and do not warrant belief. In the absence of any showing that witnessed MANAPUL, SANTOS, BALAGTAS and SPOUSES SALAC were motivated by bad faith and other evil motive in giving the above testimonies, the same is entitled weight and credit.

Defendants-appellants claimed that the decision has no basis in law and in fact as no written contract was executed between BRYAN and SPOUSES SALAC in consonance with the provisions of the Statutes of Fraud.

The argument is bereft of merit.

In *Swedish Match, AB vs. Court of Appeals*[21], the Supreme Court said:

“The Statute of Frauds embodied in Article 1403, paragraph (2), of the Civil Code requires certain contracts enumerated therein to be evidenced by some note or memorandum in order to be enforceable. The term “Statute of Frauds” is descriptive of statutes which require certain classes of contracts to be in writing. The Statute does not deprive the parties of the right to contract with respect to the matters therein involved, but merely regulates the formalities of the contract necessary to render it enforceable. Evidence of the agreement cannot be received without the writing or a secondary evidence of its contents. The Statute, however, simply provides the method by which the contracts enumerated therein may be proved but does not declare them invalid because they are not reduced to writing. By law, contracts are obligatory in whatever form they may be entered into, provided all the essential requisites for their validity are present.”

In a long line of cases the Supreme Court elucidates:

“The Statute of Frauds applies only to executory contracts and not completed, executed or partially executed contracts. Thus, where as in this case, one party has performed his obligation, oral evidence will be admitted to prove the agreement.”[22]

In the instant case, SPOUSES SALAC had delivered the construction materials at the agreed place from 3 September 1996 to 30 September 1996. This rendered inoperative the above cited provision because the contract is not merely executory.

Anent the claim that no authority was granted to BRYAN from his parents to procure some construction materials on credit, the same cannot be given credence. Deliveries of the construction materials were made at the construction site at the Viva Villa Subdivision where the construction projects were undertaken by SPOUSES SALTA. It strains our credulity that they would allow their employees to receive and utilize the materials for the construction of the houses therein, if indeed no authority was given to their son to order said materials. At any rate, the doctrine of unjust enrichment shall apply.

The fundamental doctrine of unjust enrichment is the transfer of value without just cause or consideration. The elements of this doctrine are: enrichment on the part of the defendant; impoverishment on the part of the plaintiff; and lack of cause. The main objective is to prevent one to enrich himself at the expense of another. It is commonly accepted that this doctrine simply means that a person shall not be allowed to profit or enrich himself inequitably at another’s expense.

WHEREFORE, premises considered, finding the appeal to be devoid of merit, the same is hereby DISMISSED.

SO ORDERED.

Abdulwahid and Perlas-Bernabe, JJ., concur.

[1] TSN E. DIZON April 10, 2000, p. 4-9/ TSN E. SALTA July 19, 1999, p. 4.

[2] TSN MANAPUL August 5, 1997, pp. 1-7/TSN R.SALAC October 29, 1997, p. 10.

[3] TSN R. SALAC, *supra*, P. 12-13.

[4] *Ibid.*/ Complaint; Records, pp. 1-3/ Exhibits 1 to 20; Records, pp. 5-12.

[5] Answer; Records, p. 18.

[6] *Ibid.*

- [7] TSN Manapul, *supra*.
- [8] TSN BALAGTAS January 7, 1999, p. 5.
- [9] TSN SANTOS October 18, 2002, p. 9.
- [10] *Ibid*.
- [11] TSN J. SALAC January 7, 1998, pp. 1-7.
- [12] TSN DIZON, *supra*.
- [13] TSN B. SALTA April 4, 2002, p. 5.
- [14] TSN B. SALTA, *supra*, pp. 12,31.
- [15] Decision; Records, p. 393.
- [16] Appellants' Brief; Rollo, pp. 61-76
- [17] *Lim, Jr. v. San*, 438 SCRA 102 (2004) [emphasis supplied].
- [18] *Teodosio v. Court of Appeals*, 431 SCRA 194 (2004) [underscoring ours].
- [19] *Republic v. Orfinada, Sr.*, 442 SCRA 342 (2004) [emphasis ours].
- [20] *Ongpauco v. Court of Appeals*, 447 SCRA 395 (2004).
- [21] 441 SCRA 1 [2004].**
- [22] *Camara v. Malabao* 407 SCRA 593 [2003]/ *Alfredo vs. Boprras*, 404 SCRA 145 [2003]/ *Averia vs. Averia*, 436 SCRA 459 [2004]/ *Ainza vs. Padua*, 462 SCRA 615 [2005].

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