

**ENGRACIO DE ASIS, PETITIONER, VS. THE COURT OF APPEALS AND JOSE B. FELICIANO, RESPONDENTS.***G.R. No. L-1862. November 28, 1949*

Ponente: PADILLA, J.

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This is a petition for a writ of certiorari to review a decision of the Court of Appeals.

On 9 October 1936, the petitioner promised to sell and convey to respondent Feliciano a parcel of land and improvements thereon located at the corner of Requesens and Anacleto streets, Manila. The vendee was to pay P500 upon execution of the agreement and P79.32 every month thereafter until the total sum of P10,018.40 was fully paid (Exhibit A). The vendee performed his part of the contract up to September 1943. On 9 September 1943, the balance of the purchase price amounting to P2,934.84 and the further sum of P45.36, representing reimbursement of insurance premium advanced by the vendor, were paid by the vendee, the vendor executing the deed of sale of the parcel of land and improvements thereon (Exhibit 8). The deed of sale was registered and transfer certificate of title No. 38453 issued in the name of the vendor was cancelled and, in lieu thereof, transfer certificate of title No. 70144 was issued in the name of the vendee.

On 31 May 1945, the vendor brought suit to annul the sale on the ground of threat, intimidation, or duress. The Court of First Instance of Manila, finding that the vendee did not threaten, intimidate, or coerce the vendor, dismissed the complaint with costs against the latter. The Court of Appeals affirmed the judgment. From the judgment of the last mentioned court the vendor brought the case to this Court for review. He complains that the Court of Appeals failed to pass upon questions raised by him, to wit: (1) that the judgment of the trial court is contrary to the regulations of the Hague Conventions of 1907; and (2) that payment by the vendee in Japanese military or war notes of the balance to be paid by installments impaired his right as guaranteed and protected by the Constitution.

Both courts, the trial and the appellate, found that the vendee did not avail himself of or resort to threat, intimidation, or duress when on 9 September 1943 the vendor executed the deed of sale upon payment by the vendee of the balance of the purchase price, because the vendee did not make the payment until after he had received from the vendor the statement of account marked Exhibit 1, with the request that it be settled; that the vendor instructed his own notary public to draw up the deed; that the vendor sent to the vendee the deed together with transfer certificate of title No. 38453 issued in his name; and that it is not true that the vendor received cash or Japanese military or war notes from the vendee in payment of the balance of the purchase price, because the payment was made by check.

These findings 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 courts 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.

**PADILLA, J.:**

I certify that Mr. Justice Feria voted for the affirmance of the judgment.

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