

ADRIAN FONG, PLAINTIFF AND APPELLEE, VS. EMILIO M. JAVIER, DEFENDANT AND APPELLANT.

G.R. No. 11059. March 25, 1960

Ponente: BENGZON, J.

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BENGZON, J.:

Review of the Court of Appeals' decision requiring defendant-appellant Emilio M. Javier to pay Adrian Fong the sum of P6,150.00 as unpaid portion of a loan, with 6% interest from December 16, 1953.

There is no question that, during the Japanese occupation, Javier received from Fong the sum of P12,000.00 (according to plaintiff it was P13,200.00) and that he signed a note promising to pay Fong P12,000.00 in legal currency within six months from and after the formal declaration of peace between Japan and the United States" There is also no question that in December 1953 when plaintiff's complaint was filed, the note had become due and that Javier had paid on account of it the total amount of P5,850.00 only.

Nevertheless, Javier objects to the appellate court's adjudication, contending that as the loan was given in Japanese notes, he should now be required to pay only the equivalent thereof according to the so-called Ballantyne schedule of values of Japanese money, under which, according to him, the loan represented merely "P600.00 in genuine Philippine currency".

The appellate court refused to apply this schedule, in view of the tenor of the promissory note and of our ruling in *Roño vs. Gomez*, 83 Phil., 890.

We find such refusal to be fully justified. Other subsequent decisions of this Court along the lines of the *Roño* case have required debts contracted during the Japanese occupation to be paid in Philippine currency peso for peso^[1] because the debtors had so promised expressly or impliedly. At this time, given such repeated judgment, there is no need to reiterate the explanation that the parties to a contract of loan could properly make such stipulation and are bound by it.

The other point urged for revision concerns the matter of damages. Defendant-appellant claimed in the lower courts moral damages, alleging plaintiff had sued with the evil purpose of subjecting him to harassment and humiliation. The Court of Appeals, however, declined to award any such damages considering that plaintiff's demand for payment turned out to be well-founded. Indeed, the promissory note being due and unpaid, the creditor may not be blamed for any embarrassment the other party may suffer by reason of this suit for collection. In the absence, of course, of unnecessarily aggravating conduct for as appellant puts it, just because a person happens to be creditor is no license to abuse his debtor. However, in declining to assess damages, the court a quo obviously thought the plaintiff had committed no acts legally reprehensible—a factual issue on which we are not in a position to express disagreement.

Judgment affirmed. No costs.

Montemayor, Bautista Angelo, Labrador, Concepcion, Reyes, J, B. L., Barrera, and Gutierrez David, JJ., concur.

Paras, C. J., reserves his vote.

Padilla and Endencia, JJ., took no part.

[1] De la Cruz vs. Del Rosario, L-4859, July 1951; Berg vs. Teus, 96 Phil., 102; Jimenez vs. Bucoy, 54 Off. Gaz., 7560; Arellano vs. De Domingo, 101 Phil., 902.

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