

**POMPOSA BONJOC ET AL., PLAINTIFFS AND APPELLEES, VS.
CANDELARIO CUISON, DEFENDANT AND APPELLANT.***G.R. No. 3413. March 27, 1909*

Ponente: MAPA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3413/>**MAPA, J.:**

It is a fact fully proven by the testimony of the witnesses of the plaintiff, besides having been admitted by the defendant, that the latter destroyed or ordered the destruction of the house described in the complaint, and took possession of the materials of the same, retaining them until the present time. The main question discussed herein is whether at the time the said house was destroyed it belonged to the plaintiff, or to the defendant. The defendant admits that originally the house belonged to the plaintiff, but alleges that the husband of the latter, now dead, owed him a certain sum of money, and that some time after his death, in 1902, the plaintiff acknowledged said debt and in payment thereof assigned to him the house above mentioned. As evidence of this he offered the document marked "Exhibit 2," which is signed by a witness at the request of the plaintiff, and by two other witnesses who were present at its execution.

The document above cited is written in the Cebuano dialect and has not been translated into Spanish. However, its contents, as far as it refers to the house, have been explained by the defendant and his witnesses in their respective testimony given at the trial. When testifying on the matter the defendant literally stated? "She (the plaintiff) executed a document by which she gave the house as security. She gave the house in guaranty, but nothing more." Later on, referring to the said Exhibit 2 he added: "This is the document that she handed me giving me the house as security for the debt," and further on, when questioned as to whether the document was dated in 1902, he answered: "Yes, sir; that is to say, when she gave the house as a security for the debt" Of the three witnesses to the document, two testified at the trial, and both agree with the defendant, that the house was given to guarantee the payment of the debt. Such being the case, as the defendant himself and his witnesses have thus explained, that the true intention of the parties when executing the document, Exhibit 2, was simply to secure the payment of the credit of the said defendant with the house as a guarantee, it is clear and evident that the plaintiff continued to be the lawful owner of the latter, and that the defendant did not acquire the ownership of the same by reason of the aforesaid document, nor had he, therefore, the right to destroy, it, or to order its destruction and to take possession and dispose of its materials, because these were real acts of dominion which could not have been transferred to him by a simple contract of guaranty, even though it contained, which it did not, all the essential requisites of an actual contract of mortgage.

The foregoing is on the supposition that the execution of the said Exhibits was a real fact; but the court below did not consider that it had been proven, in view of the conflicting testimony of the witnesses of the defendant; the result of the evidence corroborates the opinion of the trial judge. The defendant declared that the document above alluded to was written by a certain Esteban Gonzalez while his witnesses say that it was written by Claudio Ralota, and not by Esteban, who was not present at the time when the document was signed. Several other contradictions of importance are observed in the declarations of the defendant and his witnesses, which on being

considered together, cause their testimony to appear at least very suspicious, as the court below has rightly stated in the judgment appealed from.

It is requested in the complaint that "judgment be entered in favor of the plaintiffs for the possession of the materials of the house unlawfully retained by the defendant, or for the sum of 500 pesos in case the same are not to be found." The judge below sentenced the defendant specifically to pay the sum of 500 pesos without any ruling whatever with respect to the materials as prayed for in the first part of the complaint, and this is assigned as an error in the brief of the defendant appellant. In addition to the petition just transcribed the plaintiffs made in the complaint a general request for any other remedy that may be in accordance with the law, in conformity with the provisions of section 90 of the Code of Civil Procedure. Section 126 of the said code authorizes the lower court in those cases in which the defendant has answered the complaint, as happens in this case, to grant the plaintiff any other relief that may be considered equitable within what has been alleged and proven, without being required to abide by what was literally prayed for in the complaint. In accordance with said provisions the lower court did not err when sentencing the defendant to pay the amount mentioned above, it having been proven on the other hand, in our opinion, that the house destroyed by said defendant was actually worth 500 pesos.

In the judgment appealed from it is held that, in view of the fact that the plaintiffs were unjustly deprived of the use of the house, they were prejudiced to the extent of 150 pesos and in consequence thereof the defendant is sentenced to pay the said sum as losses and damages. The appellant does not impugn the finding of the court below with regard to the reality and extent of the damages suffered by the plaintiffs in respect of which he says absolutely nothing, nor does he raise any question whatever in his brief for which reason this point remains beyond all controversy in the present instance. He maintains, however, that the sentence for losses and damages should include only the legal interest on the amount at which the house was assessed and to the payment of which he has been sentenced, for the reason that, as he states, the sum is a net one. This claim can not be sustained under the law. Interest is computed as a just compensation for loss and damages when the latter arise from the default of the debtor in his obligation which consists in the payment of a sum of money. (Art. 1108, Civil Code.) In the present case there is no question as to the collection of any money debt, or of any default on the part of the defendant, but of indemnity for the Value of a house which the defendant had no right to destroy, and of the prejudice that he caused the plaintiffs by his unlawful and unjust act, and it is quite obvious that the actual and true extent of such damages, which has not been controverted by the appellant), is what must serve as the basis and measure for the indemnity, according to the most elemental principles of justice and law. Hence, the error assigned by the appellant to this part of the judgment appealed from does not exist.

The judgment is hereby affirmed with the costs of this instance against the appellant.

Arellano, C. J., Torres, Johnson, Carson, and Willard, 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.