

CHAN SUANCO, PLAINTIFF AND APPELLANT, VS. DOROTEO ALONSO, DEFENDANT AND APPELLANT.

G.R. No. 4709. November 29, 1909

Ponente: JOHNSON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-4709/>

JOHNSON, J.:

On the 28th day of February, 1906, the plaintiff commenced an action against the defendant in the Court of First Instance of the city of Manila, for the purpose of recovering the balance due on a certain building contract theretofore entered into between the said parties. The amount claimed by the plaintiff was made up of the sum of P961 alleged to be the balance due upon said contract and also the sum of P1,067.56 as the amount due for labor and material furnished by the plaintiff in certain changes and additions made in said contract, which changes and additions were made at the request of the said defendant.

After hearing the evidence adduced during the trial of the cause, the lower court found that there was due the plaintiff from the defendant the said sums amounting to P2,028.56, with interest at 6 per cent from the said 28th day of February, 1906, with costs.

Later the defendant presented a motion in the lower court asking that the cause be reopened or that a new trial be granted in order that a further defense might be made or that further evidence might be adduced, which motion was granted, and each of the parties was permitted to present whatever additional evidence he had in support of his respective rights.

The new trial was begun on the 4th day of November, 1907. After hearing the evidence adduced during the second trial, the lower court rendered a judgment in favor of the plaintiff and against the defendant for the sum of P74.74, with interest at 6 per cent from the 28th day of February, 1907, and the costs of this action. From this judgment of the lower court both parties appealed, stipulating that the same bill of exceptions should constitute the bill of exceptions of each party.

In this court the defendant and appellant made the following assignments of error:

"I. The court erred in holding that the defendant can not deny the building of the house according to the stipulations of the contract.

"II. The court also erred in not sentencing the plaintiff to finish the work in accordance with the terms of the contract, or to pay the equitable value thereof.

"III. The court finally erred in not dismissing the complaint filed against the defendant."

The first and second assignments of error may be discussed together.

It appears from the evidence that before the house was actually completed the defendant took possession of it. The defendant alleges that he took possession of the property and occupied a portion of the house before it was completed because he was afraid that it might be burned. The record shows also that at the time he took

possession that some of the work which was performed by the plaintiff in the construction of the house and some of the material furnished for the construction of the same were not in accordance with the contract. The defendant, at the time he took possession, made no specific objection, however, on that account. There is nothing in the record which shows that any objection was made to the work or the class of material furnished until some time after the house was completed, and then not until a demand was made by the plaintiff upon the defendant for the balance due on said contract. The owner of the house, having accepted the same without protest or objection with reference to the labor or material furnished in the construction of the house, thereby acknowledged that the work had been performed substantially as agreed upon in the contract. His express acceptance, without protest, was an acknowledgment by him that the work had been performed substantially as required by the contract. (Campbell vs. Behn, Meyer & Co., 3 Phil. Rep., 590; Naval vs. Benavides, 8 Phil. Rep., 250; Ang Toa vs. Alvarez, 11 Phil. Rep., 146; Choy vs. Heredia, 12 Phil. Rep., 259.)

This acceptance, of course, would not prevent the defendant from subsequently raising the objection that there existed hidden defects in the construction of said house. No question is raised here by the defendant that there were any defects in the labor or material furnished which are not discoverable upon a casual examination. The acceptance of the house, therefore, precludes the defendant from raising any question as to the work or material furnished.

The defendant did, at the time he entered into the possession of the property, make the objection that the construction of the house was not all completed. This objection having been made at the time the defendant took possession of the property, he was entitled to prove, during the trial, the value of such incompleting work. The evidence relating to the value of the work incompleting varied somewhat. The lower court found that the cost of completing the house in accordance with the contract amounted to P286.26. Upon an examination of the evidence upon this particular question, we are satisfied that the finding of the lower court was in accordance with the preponderance of the evidence.

The value of the original contract, together with the additions made, amounted to P6,250. The record shows that the defendant had paid to the plaintiff, at the time of the delivery to him of the said house, the sum of P5,289, leaving a balance due the plaintiff from the defendant of P961, the amount which would have been due the plaintiff except for the fact that the defendant had expended the sum of P286.26 in furnishing labor and material for the completion of the said contract. There is therefore due the plaintiff on his contract the sum of P961, less the said sum of P286.26, or a balance of P674.74. For this amount the lower court rendered a judgment.

The plaintiff also appealed from the decision of the lower court, making the following assignments of error:

"I. The court erred in ordering the reopening of the trial without having annulled the judgment rendered in the case, contrary to the provisions of section 145 of the Code of Civil Procedure, touching new trials.

"II. The court erred in annulling the judgment rendered on October 2, 1907, and in granting the reopening of the trial, without any motion therefor by the aggrieved party; contrary to the provisions of said section.

"III. The court erred in ordering the holding of the new trial, the petition for the same not being based on any of the motives specifically mentioned therefor by the said section 145; contrary to the same section."

These assignments of error may all be discussed under one head—to wit, that the lower court committed an error in granting a new trial under the provisions of section 145 of the Code of Procedure in Civil Actions.

The conditions under which a judge may grant a new trial are very broad. The court may grant a new trial upon the motion of the parties or upon his own motion. The judge may grant a new trial on his own motion on finding that excessive damages have been granted, or that the evidence was insufficient to justify his decision or that his

decision was against the law. The record does not disclose precisely upon what ground the lower court granted a new trial. The plaintiff and appellant gives no sufficient reason for declaring that the lower court abused his discretion in granting a new trial.

For all of the foregoing reasons the judgment of the lower court is hereby affirmed, and it is directed that judgment be entered against the defendant and in favor of the plaintiff for the sum of P674.74, with interest at 6 per cent from the 28th day of February, 1907, and costs. It is so ordered.

Arellano, C. J., Torres, Carson, and Moreland, 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.