

GIL JARDENIL, PLAINTIFF AND APPELLANT, VS. HEFTI SOLAS (ALIAS HEPTI SOLAS, JEPTI SOLAS), DEFENDANT AND APPELLEE.*G.R. No. 47878. July 24, 1942*

Ponente: MORAN, J.

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This is an action for foreclosure of mortgage. The only question raised in this appeal is: Is defendant-appellee bound to pay the stipulated interest only up to the date of maturity as fixed in the promissory note, or up to the date payment is effected? This question is, in our opinion, controlled by the express stipulation of the parties.

Paragraph 4 of the mortgage deed recites:

"Que en considered on a dicha suma aun por pagar de DOS MIL CUATROCIENTOS PESOS (P2,400.00), moneda filipina, que el Sr. Hepti Solas se compromete a pagar al Sr. Jardenil en o antes del dia treintaiuno (31) de marzo de mil novecientos treintaicuatro (1934), con los intereses de dicha suma al tipo de doce por ciento (12%) anual a partir desde esta fecha hasta el dia de su vencimiento, o sea el treintaiuno (31) de marzo de mil novecientos treintaicuatro (1934), por la pre-sente, el Sr. Hepti Solas cede y traspaara, por via de primcra hipoteca, a favor del Sr. Jardenil, sus herederos y causahabientes, la parcela de terreno descrita en el parrafo primero (1.º) de esta escritura."

Defendant-appellee has, therefore, clearly agreed to pay interest only up to the date of maturity, or until March 31, 1934. As the contract is silent as to whether after that date, in the event of non-payment, the debtor would continue to pay interest, we cannot, in law, indulge in any presumption as to such interest; otherwise, we would be imposing upon the debtor an obligation that the parties have not chosen to agree upon. Article 1755 of the Civil Code provides that "interest shall be due only when it has been expressly stipulated." (Italic supplied.)

A writing must be interpreted according to the legal meaning of its language (section 286, Act No. 190, now section 58, Rule 123). and only when the wording of the written instrument appears to be contrary to the evident intention of the parties that such intention must prevail. (Article 1281, Civil Code.) There is nothing in the mortgage deed to show that the terms employed by the parties thereto are at war with their evident intent. On the contrary, the act of the mortgagee of granting to the mortgagor, on the same date of the execution of the deed of mortgage, an extension of one year from the date of maturity within which to make payment, without making any mention of any interest which the mortgagor should pay during the additional period (see Exhibit B attached to the complaint), indicates that the true intention of the parties was that no interest should be paid during the period of grace. What reasons the parties may have therefor, we need not here seek to explore.

Neither has either of the parties shown that, by mutual mistake, the deed of mortgage fails to express their true agreement, for if such mistake existed, plaintiff would have undoubtedly adduced evidence to establish it and asked that the deed be reformed accordingly, under the parcel-evidence rule.

We hold, therefore, that as the contract is clear and unmistakable and the terms employed therein have not been shown to belie or otherwise fail to express the true intention of the parties, and that the deed has not been assailed

on the ground of mutual mistake which would require its reformation, same should be given its full force and effect. When a party sues on a written contract and no attempt is made to show any vice therein, he cannot be allowed to lay any claim more than what its clear stipulations accord. His omission, to which the law attaches a definite meaning as in the instant case, cannot by the courts be arbitrarily supplied by what their own notions of justice or equity may dictate.

Plaintiff is, therefore, entitled only to the stipulated interest of 12 per cent on the loan of P2,400 from November 8, 1932 to March 31, 1934. And it being a fact that extra-judicial demands have been made which we may assume to have been so made on the expiration of the year of grace, he shall be entitled to legal interest upon the principal and the accrued interest from April 1, 1935, until full payment.

Thus modified, judgment is affirmed, with costs against appellant.

Yulo, C. J., Ozaeta and Bocobo, JJ., concur.

DISSENTING

PARAS, J.,

Under the facts stated in the decision of the majority, I come to the conclusion that interest at the rate of 12 per cent per annum should be paid up to the date of payment of the whole indebtedness is made. Payment of such interest is expressly stipulated. True, it is stated in the mortgage contract that interest was to be paid up to March 31, 1934, but this date was inserted merely because it was the date of maturity. The extension note is silent as regards interest, but its payment is clearly implied from the nature of the transaction which is only a renewal of the old obligation. In my opinion, the ruling of the majority is anomalous and at war with common practice and everyday business usage. Judgment modified.

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