

**REMEDIOS TIONGSON DE LUGAY AND REGINA TIONGSON,
PLAINTIFFS-APPELLEES, VS. DOMINGO C. BASILIO,
DEFENDANT-APPELLANT.***G.R. No. 48870, May 28, 1943*

Ponente: OZAETA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-48870/>**OZAETA, J.:**

The plaintiffs instituted this action against the defendant for the recovery of the sum of P1,700 as agreed rental on a parcel of land for the agricultural year 1939-1940, with damages in the sum of P600, and the immediate return to them of the leased premises. The defendant presented a general denial with a reservation to file an amended answer. When the case was called for trial on June 28, 1940, the defendant did not appear but contented himself with mailing to the court on the previous day a motion for continuance accompanied by a medical certificate that said defendant was ill in bed. The motion was opposed by the plaintiffs and denied by the court, which then and there commissioned the clerk of court to receive the evidence for the plaintiffs. At the close of the testimony of Regina Tiongson, the sole witness for the plaintiffs, the attorney for the latter made of record the following verbal petition:

"Sr. Besa: Pido permiso del Juzgado para enmendar la demanda en el sentido de insertar en su pagina 2, parrafo 6, despues de la palabra 'exh. A', la frase: (y el pago de la suma de P1,700 en concepto de canon por el año agricola de 1940-1941', y en su parte petitoria la frase: 'y la suma de P1,700 con sus intereses legales en concepto de canon por el año agricola de 1940-1941'."

On the same date, June 28, 1940, the court rendered judgment for the plaintiffs as follows:

"En su virtud, el Juzgado dicta sentencia condenando al demandado: (a) al pago de la suma de P1,700 con sus intereses legales desde la presentacion de la demanda hasta su completo pago como canon anual vencido correspondiente al afio agricola de 1939-1940; (b) al pago de la suma de P600 en concepto de daiios y perjuicios; (c) al pago de la suma de P1,700 con sus intereses legales desde la presentacion de la demanda hasta su completo pago como canon del afio agricola 1940-1941, y (d) declarando y ordenando la rescision del contrato exhibito A y la entrega inmediata del terreno en cuestion a las demandantes, sin perjuicio del derecho del demandado de recolectar los productos de las siembras que tenga actualmente en el terreno. Ordenando por fin el pago de las costas procesales por el demandado."

From that judgment the defendant appealed.

It appears that on or about February 4, 1936, the plaintiffs as lessors and the defendant as lessee entered into a contract of lease of a parcel of agricultural land of 579,912 square meters for the agricultural year 1936-1937 at the agreed rental of P1,700 payable during the month of January, 1937, with the stipulation that the period shall be extendible for four agricultural years at the option of the lessee provided the latter fulfilled all the conditions of the lease. That option for extension was availed of by the defendant. The latter, however, subsequently defaulted in the payment of the rent corresponding to the agricultural year 1939-1940, which fell due in the month of

January, 1940. Hence the present action was commenced by the plaintiffs on May 13, 1940.

Appellant makes the following assignment of errors:

- "1. The trial court erred in denying the motion for reconsideration and new trial.
- "2. The decision of the lower court is against the law and the evidence.
- "3. The lower court erred in condemning the defendant to pay the rent for the year 1940-1941.
- "4. The lower court erred in having authorized the issuance of an order of execution before the expiration of the time to appeal."

First. The first assignment of error, insofar as it refers to defendant's application for a new trial, is grounded on the allegations (a) that defendant's motion for the post-ponement of the trial was well founded and (b) that he had a valid and just defense, consisting of the plaintiffs' refusal to transfer to his name the sugar quota for the land under lease.

We think the court a quo did not err in refusing to grant a new trial. The alleged illness of the defendant was shown to have been a mere pretext. Moreover, it was not claimed that his presence at the trial was indispensable. The motion to postpone the trial was evidently intended to delay the case.

As to the proposed defense based on plaintiffs' alleged non-compliance with their part of the contract of lease regarding the transfer of the sugar quota, we also believe the trial court was justified in refusing to grant a new trial on that account, taking into consideration that the lease had run for three full agricultural years and that it was only in the fourth year, after he had defaulted in the payment of the rent and after judgment therefor had been rendered against him, that the defendant for the first time imputed to the plaintiffs noncompliance of the contract regarding the transfer of the sugar quota. The proposed defense would not have altered the result of the case.

Second. In asking for a reconsideration of the trial court's decision the defendant alleged that excessive and unreasonable damages had been awarded to the plaintiffs. That aspect of the first assignment of error is also discussed in the second assignment.

In addition to the interest on the accrued rental of P1,700 which fell due in January, 1940, the trial court awarded to the plaintiffs damage in the total sum of P600 consisting of the following items: P100, representing 12% interest on P1,700 which the plaintiffs claimed they had to pay because they had to borrow money from other persons in view of defendant's default; P100, as traveling expenses and tips alleged to have been incurred by the plaintiffs in going to Concepcion, Tarlac, in order to collect the rent from the defendant; P100, as expenses in docketing the complaint, serving the writ of preliminary attachment, fees of the sheriff and the register of deeds, and other incidental expenses; and P300, as fees of the attorneys for the plaintiffs. The only basis of such judgment for damages is the following stipulation, in clause 7 of the contract of lease:

"That I, the lessee, bind myself to pay and "deliver to the lessors in their own house the sum of P1,700, Philippine currency, during the month of January of the year 1937, and in case of default on my part, the lessors shall have the right to demand damages from me."

Article 1108 of the Civil Code provides as follows:

"Art. 1108.—Should the obligation consist in the payment of a sum of money, if the debtor should become in default, the indemnity for losses and damages, in the absence of a stipulation to the contrary, shall consist in the payment of the interest agreed upon, or, should there be no agreement, in the payment of interest at the legal rate.

"Until another rate is fixed by the Government, the legal rate of interest shall be six per cent per annum."

It will be noted that defendant's obligation consists in the payment of a sum of money and that no specific or liquidated damages were stipulated in the contract of lease. The mere statement in clause 7 above-quoted to the effect that in case of default the defendant shall be liable for damages did not entitle the plaintiffs to recover more than the legal interest on the amount due from the date of default under article 1108 above quoted. Furthermore, the third item of P100 for filing fees and sheriff's fees was already included in the judgment for costs.

We find, therefore, that the second assignment of error is well founded and that the trial court should have granted defendant's motion for reconsideration by eliminating the judgment for damages in the sum of P600.

Third and Fourth, Under the contract of lease the rent for the last agricultural year 1940-1941 was not due and payable until January 31, 1941. This action was commenced on May 13, 1940, for the recovery of the rent that fell due in January, 1940. Yet during the trial of the case which took place on June 28, 1940, counsel for the plaintiffs inserted an amendment to the complaint by demanding the rental for the current and last agricultural year of the contract which had not yet fallen due and would not fall due until January 31, 1941. The trial court awarded judgment for the 1941 rent with legal interest thereon from the date of the filing of the complaint; and not only that, it also ordered the execution of that judgment before the expiration of the time to appeal, as discussed in defendant's last assignment of error. It was a manifest error of law to order the defendant to pay in June, 1940, the rent which was not yet due until January 31, 1941. Still more glaring was the error of compelling the defendant to pay legal interest on such undue rental from the date of the filing of the complaint. We sustain the third assignment of error.

Under his fourth assignment of error the defendant states in his brief the following:

"On the other hand, the issuance of the order of execution caused damages to the defendant-appellant. By virtue of the said order of execution about one thousand tons of sugar cane belonging to the defendant worth around P5,500 was seized and sold at public auction for the paltry sum of P 1,700; a land of the defendant worth more than P800 was sold at public auction for only P200; another land of the said defendant worth more than P500 was auctioned at only P1,255; an automobile of the defendant worth more than P1,000 was sold at public auction for only P150, and some palay belonging to the defendant worth around P400 was auctioned at P195. Besides this material damage, the consequent moral and mental suffering and the damage to his commercial credit and reputation inflicted on the defendant-appellant is inestimable." (Pages 23-24.)

The execution of the judgment appealed from pending appeal does not appear in the record on appeal nor in any other part of the record brought to this Court. The petition for the issuance of the writ of execution and the order of the trial court granting the same should have been embodied in the record on appeal. Be that as it may, counsel for the appellees does not deny the execution of the judgment but merely contends that the issuance by the trial court of a writ of execution before the expiration of the time to appeal was justified because the appellant had tried to mislead the court by filing a false affidavit in order to secure a postponement of the trial for the purpose of delaying the case; because the defendant did in fact delay the case by setting for hearing his motion for reconsideration twenty- one days after it was filed; because the defendant showed disrespect to the court by promising in open court to pay the plaintiffs' claim the next day and then the next day denying that he ever made such promise; and because the defendant failed to file his appeal bond on time.

Regardless of whether or not the trial court was justified in ordering the immediate execution of its judgment under section 2 of Rule 39, the appellees will have to answer for the consequences of such execution in accordance with section 5 of the same rule, in view of the fact that the judgment appealed from will have to be reversed insofar as it condemns the defendant to pay to the plaintiffs the sum of P600 as damages and the sum of P1,700 as 1940-1941 rental, which was not yet due.

Wherefore, the judgment appealed from is reversed and another judgment is hereby entered ordering the defendant to pay to the plaintiffs the sum of P1,700 as rent for the agricultural year 1939-1940, with interest thereon at 6% per annum from February 1, 1940, until fully paid. The claim of the defendant for restitution or damages on account of the execution pending appeal of that part of the judgment appealed from for the sum of P600 as damages and the sum of P1,700 as 1940-1941 rental, shall be determined by the trial court after this case is remanded to it in accordance with section 5 of Rule 39 and the decisions of this Court in Hilario vs. Hicks, 40 Phil., 576, and Po Pauco vs. Tan Junco, 49 Phil., 349. To avoid multiplicity of suits, the plaintiffs may be permitted to set up the 1940-1941 rent by way of counterclaim against defendant's claim for damages. No finding as to costs in this instance. So ordered.

Yulo, C. J., Moran, Paras, and Bocobo, 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.