

BALDOMERO DE LA RAMA, PLAINTIFF AND APPELLANT, VS. ROMAN MARAVILLA ET AL., DEFENDANTS AND APPELLEES.*G.R. No. 6688. January 25, 1912*

Ponente: MORELAND, J.

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On the 28th of June, 1904, the defendant Roman Maravilla brought an action against the defendant Fausto L. Gonzaga in the Court of First Instance of Occidental Negros, which case bore the number 321, in which judgment was obtained for a sum of money against the said Fausto L. Gonzaga. On the 3d day of May, 1907, an execution was issued upon said judgment and levied by the sheriff of said province upon the personal property belonging to the said Fausto L. Gonzaga, including a number of carabaos and carts. On the 11th day of May following, the plaintiff, Baldomero de la Rama, notified the sheriff in due form of law that he, and not Fausto L. Gonzaga, was the owner of the carts and carabaos levied upon. Thereupon the sheriff reported such notification to Roman Maravilla and demanded a bond to protect him from the results of the sale under such execution. The undertaking required having been duly furnished the sheriff proceeded to sell. On the 25th day of July, 1907, the plaintiff herein began this action for the recovery of the value of said carts and carabaos. After trial judgment was duly rendered in favor of the plaintiff and against the defendant for the sum of P1,496.01. This appeal is from that judgment.

It appears undisputed in the evidence that on the 29th day of May, 1899, the defendant Fausto L. Gonzaga, in consideration of the sum of P12,500, mortgaged and pledged to the plaintiff in this action certain real and personal property, among which were 40 carabaos and 40 carts; that by the month of July, 1906, the amount secured by said mortgage and pledge had increased to such an extent that the mortgagee required Gonzaga to give additional security; that in pursuance of such requirements the said Gonzaga executed and delivered to the said plaintiff a pledge of 15 carabaos and 13 carts; that said carabaos were the offspring of the 40 carabaos described in the first mortgage and the 13 carts were a part of the carts contained therein. These carabaos and carts are those levied upon by the deputy sheriff as aforesaid and are the property here in litigation.

Prior to the levy and sale referred to the parties to said mortgage and pledge on the day of 1907, made a settlement of the indebtedness which formed the basis of said mortgage and pledge and in pursuance of such settlement made and executed the agreement appearing in the following instrument:

"Property No. 225.—4th entry.—Rural: Sugar estate named San Vicente, consisting of two parcels of land; the first is situated in the sitio of Quinsangan, within the jurisdiction of Bacolod. Bounded on the N. by lands owned by Senor Enrique Cañeso, Feliciano Torino or Toriano and the river Matabang; on the E. by lands of Jose Cafiete and Adolfo Lazarte; on the S. by the river Loygoy and lands of Basilio Villanueva, Doroteo Benedicto, Balbino Montelibano, now his heirs Doroteo Benedicto, Mariano Ferrer, Fernando Pisaro or Tesalos; and on the W. by those of Paulino Medel, Juliana Toro, Pedro Toro, Agapito Baluyot, and Pedro Toro; the said first parcel has an area of two hundred and fifty-six hectares, twenty-one ares, and nineteen centares; and the second parcel is situated in the sitio of Troso, within the jurisdiction of Bacolod and Talisay, having an area of one hundred and fifty-seven hectares, twenty ares, and seventeen centares, bounded on the N.

by sapa (creek) Bacon, lands of Andres Arroyo, Mariano Ferrer, the same sapa, those of the said Arroyo, Feliciano Toriano, Enrique Cañeso and Pedro Toro; on the E. by the land of Pedro Sian; on the S. lands of Mariano Ereñeta and brothers, the river Gusa, sapa Bacon, lands of Mariano Ereñeta and brothers, River Matabang, lands of Mariano Ferrer, and Hilario Lacson; and on the W, by lands of the said Mariano Ereñeta and brothers. It appears encumbered with a mortgage constituted in favor of Baldomero de la Rama y Gosiato, as security for the payment of the sum of twelve thousand five hundred pesos, as appears in the second entry, property bearing said number at folio six of volume twelve, temporary, of the municipality of Talisay, Fausto L. Gonzaga, of age, agriculturist and residing in this city, appears as the owner of this property, having acquired the same by purchase as shown by the first entry, bearing this number at folio 2 of the aforesaid volume twelve, temporary, of Talisay, with the exception of one-fourth portion of the lands in Troso, to wit, of the second parcel of this property which belongs to Luis Gonzaga as his 'legitima,' according to the said first entry, and of the lands towards the east of the river Loygoy of which the area is not determined to pertain as the legitima of Sancha Gonzaga de Villadelgado as appears from the title now presented. An accounting having been made between Senor Baldomero de la Rama, of age, property owner and resident of this city, and Senor Fausto Gonzaga, on the third day of July, nineteen hundred and seven, the latter appeared to be indebted to the former in the sum of sixteen thousand seven hundred pesos, as capital and interest accrued and unpaid, and in view of the fact that more than eight years had elapsed without said Fausto Gonzaga having any hopes of settling his debt, he agreed with his creditor to cede this property in payment of said debt, together with other property also mortgaged consisting of a steam engine of eight H. P. and all of the other articles (artefactos?), camarin of galvanized iron, a wood built house with nipa roof, forty carts and forty carabaos, it being also agreed between them both that Senor de la Rama shall pay Dona Agatona Gonzaga, wife of Don Agripino de la Rama the sum of one thousand three hundred pesos which said Fausto Gonzaga owes, and this agreement being carried into effect, the latter cedes to the said Senor Baldomero de la Rama this property, together with the other above-described property in payment of the said sums which aggregate altogether the sum of eighteen thousand pesos, the contract having been entered into without any condition limiting the powers of the acquirer. Senor Baldomero de la Rama, whose second surname does not appear, registers the acquisition of the domain (his title to) to this property by virtue of the cession in payment of the debt, to an extent of three hundred hectares after deducting the lands belonging to Luis Gonzaga and Sancha Gonzaga de Villadelgado, without determining the extent that pertains to each of them, the mortgage stated in the beginning being canceled by virtue thereof. This property which is included also within the jurisdiction of Bacolod is registered in its entirety in the same volume and folio cited at the margin of this entry. All of the foregoing appears from the aforesaid entries and from the deed of assignment in payment of the debt, executed in this provincial capital on the third day of July, nineteen hundred and seven, and ratified in the presence of Fortunato Vadlit, notary public of this province, which document was filed in this registry at 9.30 a. m. on the thirteenth instant, according to entry No. 1087, page 61, Vol. III of the Journal, provincial form 79. And inasmuch as the document to which I refer is in accord, I hereby set my hand in Bacolod, on this 29th day of May, 1908. (Sgd.) E. A. McCreary, Treasurer, Acting Register of Deeds, Province of Occidental Negros, owing to the absence of the Fiscal Registrador."

As appears from the terms of the agreement, so far as it is set forth, that the debt which was the basis of the transfer therein contained was also the basis of the mortgage and subsequent pledge heretofore mentioned. The consideration of the transfer of the property described in said instrument was the cancellation of the obligation on which those securities rested, so that when said instrument had been executed and its terms carried out the debt which Gonzaga owed to De la Rama was paid and satisfied. Thereafter it had no life or vitality. It was not capable of supporting any instrument or of maintaining any title or interest. The debt being canceled and discharged, the instruments which were given to support that debt failed. They ceased to have any life, vitality, or force. They could not be made the basis of any claim nor could they support any right of action. This being so, it is apparent that at the time the levy was made by Maravilla on the carabaos and carts for the purpose of satisfying the judgment which he had theretofore obtained against Gonzaga, said carabaos and carts were free from any and all

liens in favor of De la Rama, the debt which formed the basis of said liens having been discharged and dissipated. At that time De la Rama had no right or interest in said property by virtue of said instruments and he could assert none thereunder. The levy and sale were therefore legal and valid.

For these reasons the judgment is reversed and the complaint dismissed upon the merits.

Arellano, C. J., Torres, Mapa, Johnson, Carson, and Trent, JJ., concur.

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