SURVEY OF 1955 CASES IN STATUTORY CONSTRUCTION

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INTERPRETATION, PRIMARILY A JUDICIAL FUNCTION.

It is well established that the power to interpret and apply statutes is a judicial function.[1] In the exercise of this prerogative courts must confine themselves to the construction of the law as it is, and not attempt to supply defective legislation or otherwise amend or alter the law under the guise of interpretation for that would be to legislate and not to interpret, and judicial legislation should be avoided. Further, if the statute is plain and free from ambiguity, the courts should not hesitate to give such statute a literal interpretation even if they have doubts as to its wisdom or expediency or because it might produce hardship and inconvenience, following the time-honored maxim—*Hoc quidem perquam durum est, sed ita lex scripta est.* These fundamental principles of statutory construction were reaffirmed in *Quintos v. Hon. A. H. Lacson, et al.*[2] There, the plaintiff, a detective in the Manila Police Department, was summarily dismissed by defendant City Mayor, supposedly "for lack or loss of confidence." The lower court, following the previous ruling in the case of *Olegario v. A. H. Lacson,*[3] held that the dismissal of the plaintiff was illegal for lack of the investigation and hearing provided for in Republic Act No. 557. Counsel for the defendants, however, fully cognizant of this judicial precedent on the subject, claimed that that ruling was "detrimental to the discipline and efficiency of detectives in Manila and other chartered cities," and urged the Court to revise the said rule. In dismissing the suggestion, the Court declared:

> "We see no reason or occasion for making any change or revision. We are convinced that our interpretation and application of the laws involved is correct. If said laws are deemed unwise and detrimental to the discipline and efficiency of detectives in Manila and other chartered cities,

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[1] Marbury v. Madison 1 Cranch 137 (U.S. 1803). There are several instances, however, where this power is also assumed both by the legislative and executive departments. Thus, the executive department is frequently called upon to interpret statutes long before they reach the court for judicial construction. The legislature itself may exercise this power by enacting statutory construction acts, declaratory statutes, and interpretation clauses in some complex pieces of legislation.

[2] G.R. No. L-8062, July 18, 1955; 51 O.G. 3429 (1955).

[3] G.R. No. L-7926, May 21, 1955.

> proper representations and requests may be made to the legislature. As long as laws do not violate any Constitutional provision, the Courts merely interpret and apply them regardless of whether or not they are wise or salutary."

OPERATION AND EFFECT OF STATUTES.

A. *Prospective Application.*—"Laws shall have no retroactive effect, unless the contrary is provided." [4] The reason for the rule is the tendency of retrospective legislation to be unjust and oppressive on account of their liability to unsettle vested rights or disturb the legal effect of prior transactions.[5] Indeed, there is a presumption that the legislature intended its enactment to operate only *in futuro,* for the basic idea of legislation is that it consists of formulating rules for the future, not the past. *Lex prospicit, non respicit.*[6] The rule against retrospective application of statutes is especially applicable where such construction will either impair or destroy vested rights, or violate contract obligations. "What constitutes a vested right," according to the Report of the Code Commission on the new Civil Code of the Philippines,[7] "will be determined by the courts as each particular issue is submitted to them." Indeed, no precise meaning can be assigned to the term. Whenever courts speak of "vested rights" they point to such rights which "under particular circumstances are protected from legislative interference." [8] As an eminent authority on the subject has aptly observed:

> "Where judges speak of vested rights, they use the term for designating a result rather than the rationale upon which the result was reached. They have arrived at the results from various angles fitted to the facts of the individual case. Legal reasons might be substantive due process, pointing to well-acquired property rights or approaches derived from the contract-clause or from considerations of fairness and justice." [9]

The same problem was involved in the case of *People v. Esteban Zeta.*[10] In that case, defendant was found guilty of a viola-

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[4] Article 4, Civil Code. And even when expressly so provided, a statute will not be given retrospective application if it (a) would thereby become an *ex post facto* law (United States v. Diaz Conde, 42 Phil. 766 [1922]), or (b) would impair the obligation of contracts, or otherwise (c) destroy or impair vested rights. Asiatic Petroleum v. Llanes, 49 Phil. 466 (1926). Such statutes would be void as unconstitutional. See Article III, § 1, pars. 1, 10 and 11, of the Constitution.

[5] BLACK, INT. LAWS 380-81.

[6] The law looks forward, not backward. Another maxim of similar imports states: *lex de futuro, judex de praeterito*—the law provides for the future, the judge for the past.

[7] At p. 166.

[8] SUTHERLAND, STATUTORY CONSTRUCTION § 2205, at 120-21 (3rd ed.).

[9] LENHOFF, MATERIALS AND CASES ON LEGISLATION 379.

[10] G.R. No. L-7140, Dec. 22, 1955; 52 O.G. 222 (1956).

tion of Republic Act No. 145, which took effect on June 14, 1947, which limits the fee collectible for the preparation and prosecution of claims for benefits under the laws of the United States to ₱20 per claim. It appears that on February 6, 1946, defendant prepared the claim for disability of a certain veteran under agreement providing for payment to him of 5% of any amount which the claimant may receive as a result thereof. This agreement was sanctioned, at the time it was executed, by Commonwealth Act No. 675 which allowed the payment of not more than 5% of any amount that may be received by the claimant as compensation for such services. But on June 14, 1947, Republic Act No. 145, which limits the fee to ₱20, was passed. Thereafter, in June 1951, the claimant, having received the sum of ₱5,919 from the United States Veterans Administration, paid the defendant his 5% fee in accordance with their agreement of November 6, 1946. The question to be decided was whether or not the right of defendant to collect the 5% fee was a "vested right" protected by the non-impairment clause of the Constitution. It was argued by the Solicitor General, firstly, that "contracts are not beyond the reach of legislation by Congress in the proper exercise of the police power of the State, and as Republic Act No. 145 was enacted in pursuance thereto, its applicability to the defendant must be sustained;" and, secondly, "that the rights of defendant under the contract had not become absolute at the time of the enactment of Republic Act No. 145, because the agreed fee had not been collected, so that the non-impairment of contracts clause of the Constitution is not applicable thereto." In passing upon the first argument, the Court observed that:

> "It does not appear from the language of the law itself or from any other circumstances, that the Legislature had intended to give its provisions any retroactive effect such as to affect contracts entered into under the sanction of the previous law (Commonwealth Act No. 675). We must, therefore, consider it prospective, not retroactive."

Quoting Sutherland, the Court declared:

> ". . . The presumption, however, is that all laws operate prospectively only and only when the legislature has clearly indicated its intention that the law operate retroactively will the courts so apply it. Retroactive operation will more readily be ascribed to legislation that is curative or legalizing than to legislation which may disadvantageously, though l.,,ally, affect past relations and transactions." (2 Sutherland Statutory Construction, p. 248)
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> ". . . Beginning with Kent's dictum in Dash v. Van Kleeck, it has been continuously reaffirmed that 'The rule is that statutes are prospective, and will not be construed to have retroactive operation, unless the language employed in the enactment is so clear it will admit of no other construction.' (*Id.*, p. 185)."

With regards to the contention "that the right of defendant to collect the 5% fee was contingent merely and did not become absolute, complete and unconditional until the compensation benefits had been collected and said right is not protected by the non-impairment clause of the Constitution," the Court held that under the circumstances of the case such right may be considered as having "accrued under a contract expressly sanctioned by a previous law (Com. Act No. 675)" and, consequently, was a "vested right" protected by the non-impairment clause of the Constitution. It declared, citing Sutherland again, that

> ". . . the distinction between vested and absolutely (accrued) rights is not helpful, and that a 'better way to handle the problem' is 'to declare those statutes attempting to affect rights which the court finds to be unalterable, invalid as arbitrary and unreasonable, thus lacking in due process,' some courts having recognized that the real issue is the reasonableness of the particular enactment."

Analyzing the contract in question, the Court said:

> "The 5 per cent fee fixed in Commonwealth Act No. 675 is to us not unreasonable. Services were rendered thereunder to complainant's benefit. The right to the fees accrued upon such rendition. Only the payment of the fee was contingent upon the approval of the claim; therefore, the right was not contingent. For a right to accrue is one thing; enforcement thereof by actual payment is another. The subsequent law enacted after the rendition of the services should not as a matter of simple justice affect the agreement, which was entered into voluntarily by the parties as expressly directed in the previous law. To apply the new law to the case of the defendant-appellant such as to deprive him of the agreed fee would be arbitrary and unreasonable as destructive of the inviolability of contracts, and therefore invalid as lacking in due process; to penalize him for collecting such fees is repugnant to our sense of justice. Such could not have been the legislative intent in the enactment of Republic Act 145." [11]

B. *Amendment and Reenactment.*—Where a statute is amended and reenacted the amendment should be construed as if it had been

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[11] Cf. United States v. Diaz Conde, et al., 42 Phil. 766 (1922), where defendant had collected interest in the years 1915 and 1916 at the rate of 5 per cent per month, an interest in excess of that authorized by the Usury Law (Act No. 2655) which took effect in May, 1916, and the court held that "the collection of the said interest was legal at the time it was made and that it can not be declared illegal by any subsequent legislation." It must be noted that "when the Usury Law was passed the interest had already been collected; whereas in the case at bar the collection of the fee was effected after Republic Act No. 145 had been passed."

included in the original act;[12] but it cannot be retroactive unless plainly made so by the terms of the amendment. This principle was enunciated in *San Jose v. Rehabilitation Finance Corporation.*[13] On March 14, 1951, the plaintiff paid to the defendant corporation the sum of ₱7,162.59 in full settlement of her pre-war loan of ₱5,000 plus accrued interest, but exclusive of interest that had accrued from January 1, 1942 to December 31, 1945 which was condoned by virtue of Republic Act No. 401 (approved on June 18, 1949). On June 16, 1951, Republic Act No. 671 was approved, amending Republic Act No. 401, which was virtually reenacted, with the following paragraph added to Section 2 thereof:

> "If the debtor, however, makes voluntary payment of the entire pre-war unpaid principal obligation on or before December thirty-one, nineteen hundred and fifty-two, the interests on such principal obligation corresponding from January one, nineteen hundred and forty-six, to the date of payment are likewise hereby condoned."

Plaintiff sought to recover from the defendant the amount of ₱2,162.59 which she paid as interest from January 1, 1946 to March 14, 1951, claiming that by virtue of the above-quoted new paragraph such interest was condoned and should therefore be refunded. On the other hand, the defendant argued that the condonation of interest mentioned in the new provision accrued only in favor of debtors who paid their pre-war obligations during the period from June 16, 1951, when Republic Act No. 671 was approved, to December 31, 1952. The question before the Court, therefore, was whether or not Republic Act No. 671 could be given retroactive effect so as to be applicable to the payment made by the plaintiff of her pre-war obligation on March 14, 1951. It was the contention of the plaintiff that although the amendatory act, Republic Act No. 671, was enacted only on June 16, 1951, the same should be given retroactive effect as of the date of the enactment of the original act, Republic Act No. 401, in view of "a rule in statutory construction that amendatory laws are to be considered as forming part of the original from the date of the latter's enactment, or retroacts to the date of the original." In passing upon this contention, the Court declared:

> "This contention is correct but in the sense that the plaintiff would have been entitled to exemption from the payment of interest not only from January 1, 1942 to December 31, 1945, but also from January 1,

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[12] In Estrada v. Caseda, G.R. No. L-1560, Oct. 25, 1949, it was held that "the amendment becomes part of the original statute as if it had always been contained therein, unless such amendment involves the abrogation of contractual relations between the state and others.

[13] G.R. No. L-7766, Nov. 29, 1955; 51 O.G. 6209 (1955).

1946 to the date of actual payment if made after the approval of Republic Act No. 671 on June 16, 1951 but not later than December 31, 1952. 'Where a statute is amended and reenacted the amendment should be construed as if it had been included in the original act; but it cannot be retroactive unless plainly made so by the terms of the amendment.' (State v. Montgomery, 117 S.E. 870, 94 W.Va. 153, 59 C.J. 1183)."

REPEAL OF STATUTES.

Subject to constitutional restraints, the legislature may exercise the power of repeal in any form in which it can give a clear expression of its will. There are two ways of repealing a statute or part thereof; one is by express terms, and the other is by necessary implication.[14]

Repeal is also classified, according to its effect upon inchoate rights and proceedings, into absolute or one without a saving clause, and conditional or one with a saving clause.[15]

A. *Express Repeal.*—A recent case illustrating express repeal and its effect upon past acts and transactions is *Rodriguez and Rodriguez v. Sotero Baluyot, et al.*[16] The facts were that plaintiff partnership was a licensed operator of a bowling alley and recreational establishment on N. Domingo Street in San Juan, Rizal. In January 1950, it was required by the mayor of said municipality, acting upon orders from the defendant Secretary of the Interior, to close the said establishment for being within the prohibited zone

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[14] 82 C.J.S. § 280, at 472.

[15] As a general rule, inchoate rights and proceedings which have arisen under the repealed statute and pending at the time of the enactment of the repealing act are lost or destroyed by the repeal. Such is the case of an absolute repeal or one without a clause saving such rights from interference or destruction by the repeal. Thus, in Peña v. Court, 43 O.G. 4102 (1947), it was held that the divorce law enacted during the Japanese Occupation in the Philippines was absolutely repealed or completely abrogated by the Proclamation of General MacArthur of October 23, 1944, and that, consequently, the proceedings instituted under said occupation divorce law which were pending at the time of the liberation of the Philippines on Oct. 23, 1944 must be dismissed. Where, however, the repeal is not absolute but one with a saving clause, such inchoate rights and pending proceedings may be saved from loss or destruction consequent upon repeal. Such was the repeal of the Civil Code of 1889 by the new Civil Code where such rights and pending proceedings are saved from destruction by appropriate clauses in the transitional provisions of the new Civil Code, Arts. 2252-70 thereof. Thus, in Raymundo v. Peñas, 51 O.G. 139 (1955), it was held that divorce proceedings instituted under the old law (Act No. 2710), and which were pending in court when the new Civil Code took effect, was not affected by the change from absolute divorce to legal separation since the transitional provisions of the new Civil Code expressly prescribe the subsistence of rights derived from acts that took place under the prior legislation. See Gonzaga, L. J., *Statutory Construction—An Annual Survey*, 30 PHIL. L.J. 72-3 (1955).

[16] G.R. No. L-9298, Aug. 11, 1955; 51 O.G. 4005 (1955).

established by Executive Order No. 327 issued under the authority of Commonwealth Act No. 601. Contesting the validity of the Executive Order and the Commonwealth Act, plaintiff petitioned the lower court for a writ of injunction to stop enforcement of the mayor's order, and, upon the petition being denied, brought the case to the Supreme Court on appeal. The Court found that under Commonwealth Act No. 601, which was the first law on the subject, the licensing of bowling alleys and other places of amusement was prohibited except in accordance with rules and regulations to be promulgated by the President of the Philippines, one of which was Executive Order No. 327, Series of 1941, which prohibited the maintenance and operation, among others, of bowling alleys within the radius of 200 lineal meters from certain public places. But on May 21, 1954, Republic Act No. 979 was approved, placing in the hands of municipal councils the power of regulating bowling alleys and billiard pools within their respective territorial jurisdictions, but providing that they were not to be established within a radius of 500 lineal meters from certain public places. The Court held that "as the exercise of the regulatory power granted to the President by Commonwealth Act No. 601 is inconsistent with the exercise of that same power by the municipal councils as authorized by Republict Act No. 979, the former enactment, along with the executive orders issued thereunder, must be deemed repealed [17] by section 2 of the latter Act, which provides that 'any law, executive order or parts thereof inconsistent with the provisions of this Act are hereby repealed.' " [18]

B. *Implied Repeal.* It is a well established rule in statutory construction that repeals by implication are not favored. Thus, a statute will not be construed as repealing prior acts on the same subject, in the absence of express words to that effect unless there is an irreconcilable conflict or repugnancy between them, or unless the new law is evidently intended to supersede all prior acts on the

[17] It is interesting to note that plaintiff's establishments were ordered closed in January 1950, when the disputed Commonwealth Act and Executive Order were still in full force and effect, since it was only on May 21, 1954 that the repealing act, Republic Act No. 979, was approved. It is quite obvious, therefore, that the repeal took place only during the pendency of the present case in the courts. Nevertheless, there is no question that once a statute is absolutely repealed it is, as far as its operative effect is concerned, considered as if it had never existed at all except as to matters and transactions past and closed. The rule is the same in criminal law where it has been held that absolute repeal obliterates the offense. See People v. Tamayo, 61 Phil. 225 (1935); People v. Santos, et al., 77 Phil. 1000 (1947).

[18] This form of express repeal is known as blanket or general repeal, as distinguished from specific repeal which mentions specifically the law or laws sought to be repealed.

matter in hand and to comprise in itself the sole and complete system of legislation on that matter.[19] The reason behind the presumption against implied repeal is the rule which enjoins that laws or provisions of laws must be harmonized so that each shall be effective.[20] *Interpretare et concordare leges legibus est optimus interpretandi.*[21] The rule is especially applicable where a repeal would lead to absurd or unreasonable consequences. This was the principle laid down in the case of *North Camarines Lumber Co. v. David.*[22] On various dates from June 21, 1946 to October 11, 1948, the plaintiff purchased from the Foreign Liquidation Commission various vessels upon which it paid to the defendant Collector of Internal Revenue the following compensating taxes imposed under the provisions of section 190 of the National Internal Revenue Code (Commonwealth Act No. 466): on June 21, 1946 the sum of ₱2,100; on November 19, 1946 the sum of ₱900; and from September 29, 1947 to October 11, 1948 the total sum of ₱8,045. On June 9, 1949, section 190 was amended by Republic Act No. 361 by adding at the end thereof the following paragraph:

> "The phrase 'commodities, goods, wares, or merchandise,' as used in this title, shall not be construed as to include vessels, their equipment and/or appurtenances, purchased or received from without the Philippines, before or after the taking effect of this Act."

In view of the amendment, the defendant had voluntarily refunded to the plaintiff the sum of ₱8,045, but leaving a balance of ₱3,000 which is the amount in question. The defendant refused to refund this amount to the plaintiff, contending that the action to recover them has already prescribed under Section 306 of the National Internal Revenue Code which provides that "no suit or proceeding" for the recovery of any national internal revenue tax "shall be begun" in any case "after the expiration of two years from the

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[19] There are two categories of repeal by implication: *first*, where provisions in the two acts cannot be reconciled, the latter act, to the extent of the conflict constitutes an implied repeal of the earlier; and *second*, even where there is no direct repugnancy or inconsistency between the two acts, there may be an implied repeal, if the later acts covers the whole subject of the earlier one and is clearly intended as a substitute thereof. Posadas v. National City Bank of New York, 296 U.S. 497 (1936); 82 C.J.S. §§ 282-93.

[20] United States v. Palacios, 33 Phil. 208 (1916); Valera v. Tuason, 45 O.G. 443 (1949).

[21] "To interpret, and (to do it in such a way as) to harmonize laws with laws, is the best method of interpretation."

[22] G.R. No. L-6125, March 31, 1955; 51 O.G. 1860 (1955).

[23] This is a definition or interpretation clause which is declaratory or expository in nature, its purpose being to make particular words used in the statute mean something different than what they would ordinarily signify by restricting their scope.

date of payment of the tax. . . ." On the other hand, the plaintiff maintained "that any compensating tax paid at any time before or after the taking effect of Republic Act No. 361 on June 9, 1949 should be refunded." The question, therefore, was whether or not Republic Act No. 361 has repealed, *pro tanto*, the two-year prescription established by Section 306. The Court held that it did not so repeal:

> "It is logical to conclude that Congress did not mean to repeal the two years' prescription established by Section 306 of the National Internal Revenue Code with regards to the refund of the compensating taxes in question for the reason that it would be absurd. If Congress had meant to repeal the prescription provided for in Section 306 above mentioned, it would have said so in express terms as it did in similar Acts such as Republic Act No. 210, for the refund of taxes on amounts received from the United States Army for services, which should be refunded upon application to the Collector of Internal Revenue, and the tax on war damage payments which should be accredited to the taxpayer if such credit is requested within one year from the approval of Republic Act No. 227. Repeals by implication are not favored, especially if such repeal leads to unreasonable and unexpected results."

INTERPRETATION OF WORDS AND PHRASES USED IN STATUTE.

As a general rule, words used in a statute must be read and understood in their popular and ordinary sense and with the meaning commonly attributed to them. And it is also a rule, uniformly adhered to by the courts, that "words which have both a technical and popular meaning should be accorded their popular meaning, in the absence of a legislative intent to the contrary." [24] The reason for the rule, as explained in *Adams v. Lansdon*,[25] is that:

> ". . . modern laws are made to be read by the people, and indeed, the law presumes that every one of its subjects knows and understands its terms and provisions. In order, therefore, to reach a reasonable and sensible construction of the law, words that are in common daily use among the people should be given the same meaning in the statute as they have among the great mass of the people who are expected to read, obey, and uphold the law."

This principle was utilized in *Carandang v. Santiago, et al.*[26] In that case, which was a petition for certiorari, it appeared that Tomas Valenton, Jr. was found guilty by the CFI of Batangas of frustrated homicide committed against the person of Carandang, from which he appealed. While the criminal case was pending in

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[24] See 82 C.J.S. § 330, at 653 and cases cited in the footnote.
[25] 110 P. 280 (1910).
[26] G.R. No. L-8238, May 25, 1955; 51 O.G. 2878 (1955).

the Court of Appeals, the offended party, petitioner herein, filed in the CFI of Manila a civil action for damages against the accused for the physical injuries he received by reason of the crime. Upon motion of defendants, the respondent judge ordered the suspension of the trial of the civil case on the ground that said civil action must await the result of the criminal case on appeal. The petitioner contended that this order is erroneous, and invoked Article 33 of the Civil Code which provides that:

> "In cases of defamation, fraud, and physical injuries, a civil action for damages, entirely separate and distinct from the criminal action, may be brought by the injured party. Such civil action shall proceed independently of the criminal prosecution, and shall require only a preponderance of evidence."

Respondents, on the other hand, argued that the term "physical injuries" as used in the above-quoted provision "is used to designate a specific crime defined in the Revised Penal Code and, therefore, said term should be understood in its peculiar and technical sense, in accordance with the rules of statutory construction." [27] The question, therefore, turned on whether the term "physical injuries" used in said article of the Civil Code should be understood in its ordinary or generic sense, meaning bodily injury, or in its specific or technical signification, meaning the crime of physical injuries. The Court held that it should be understood to mean bodily injury, not the crime of physical injuries. It reasoned out in this wise:

> "The Article in question uses the words "defamation," "fraud" and "physical injuries." Defamation and fraud are used in their ordinary sense because there are no specific provisions in the Revised Penal Code using these terms as means of offenses defined therein, so that these two terms defamation and fraud must have been used not to impart to them any technical meaning in the laws of the Philippines, but in their generic sense. With this apparent circumstance in mind, it is evident that the term "physical injuries" could not have been used in its specific sense as a crime defined in the Revised Penal Code, for it is difficult to believe that the Code Commission would have used terms in the same article—some in their general and another in its technical sense. In other words, the term "physical injuries" should be understood to mean bodily injury, not the crime of physical injuries, because the terms used with the latter are general terms . . . ."

To confirm and fortify its conclusion, the Court referred to a pertinent passage in the Report of the Code Commission that drafted the new Civil Code which expresses the same view.[28]

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[27] Respondents perhaps had in mind the rule that—"Technical terms or words of art when used in statute are presumed to have been used with their technical meaning, unless the evident intention of the legislature is to give them a popular signification," following the maxim—*Verba artis ex arte.*

[28] See Committee Reports, *infra.*

THE RULE OF "EJUSDEM GENERIS."

According to this rule, the general terms following specific words must not be construed in their widest sense, but are to be held as applying only to persons or things of the same general kind or class as those specifically mentioned.[29] This rule of statutory construction was utilized by the Court in *Antonina Cuevas v. Crispulo Cuevas* [30] in construing the provisions of a certain deed entitled "Donacion Mortis Causa" [31] with the view of determining its true nature, that is, "whether it embodies a donation *inter vivos*, or a disposition of property *mortis causa*." The deed provided, among other things, that the donor would continue to retain the "right of possession, cultivation, harvesting *and all other rights and attributes of ownership*." [32] The Court held that the disposition was a donation *inter vivos* because, "as is apparent, the donor intended that she should retain the entire beneficial ownership during her lifetime, but that the naked title should irrevocably pass to the donee." Applying the rule of *ejusdem generis*, the Court declared:

> "When the donor stated that she would continue to retain the 'possession, cultivation, harvesting and all other rights and attributes of ownership' she meant only the *dominium utile*, not the full ownership. The words 'rights and attributes of ownership' should be construed *ejusdem generis* with the preceding rights of 'possession, cultivation and harvesting' expressly enumerated in the deed. Had the donor meant to retain full or absolute ownership she had no need to specify possession, cultivation and harvesting, since all these rights are embodied in full or absolute ownership; nor would she then have excluded the right of free disposition from the 'rights and attributes of ownership' that she reserved for herself."

EXTRINSIC AIDS.

In construing a statute, the courts are not confined to the means that are found within the four corners of the law. They may go beyond the printed page and consider "those extraneous facts and cir-

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[29] The rule, being a mechanism for restrictive interpretation, should apply only when the following essential conditions exist: (1) The statute contains an enumeration by specific words; (2) the members of the enumeration constitute a class; (3) the class is not exhausted by the enumeration; (4) a general term follows the enumeration; and (5) there is not clearly manifested an intent that the general term be given a broader meaning than the doctrine requires. SUTHERLAND, *op. cit.*, § 4910, .. 400.

[30] G.R. No. L-8327, Dec. 14, 1955; 51 O.G. 6163 (1955).

[31] "It has been ruled that neither the designation *mortis causa*, nor the provision that a donation is to 'take effect at the death of the donor,' is a controlling criterion in defining the true nature of donations." Laureta v. Mata, 44 Phil. 668 (1923); Concepcion v. Concepcion, G.R. No. L-4225, Aug. 25, 1952.

[32] This clause was translated from the original Tagalog text reading: "Dapat 'maalaman ni Crispulo Cuevas na samantalang ako ay nabubuhay, ang lupa na ipinagka-

cumstances and other means of explanation"—the so-called extrinsic aids to construction.[33]

These materials may be considered simultaneously with the intrinsic aids, for "the principle which requires that the intrinsic aids to interpretation of the law shall be exhausted before recourse is had to matters outside the statute does not forbid the conjoint consideration of all these matters, when they all tend to the establishment of one and the same view in regard to the construction to be adopted." [34] Indeed, according to Mr. Justice Frankfurter, "The notion that because the words of a statute are plain, its meaning is also plain, is merely pernicious oversimplification. A statute, like other living organisms, derives significance and sustenance from its environment, from which it cannot be severed without being mutilated. Especially is this true where the statute is part of a legislative process having a history and a purpose. The meaning of such a statute cannot be gained by confining inquiry within its four corners. Only the historic process of which such legislation is an incomplete fragment—that to which it gave rise as well as that which gave rise to it—can yield its true meaning." [35]

A. *Legislative Debates.*—As a general rule, the statements made by individual members of the legislature during the debate on the bill on the floor of each legislative house following its presentation by a standing committee are inadmissible as an aid in construing

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kaloob sa kaniya ay ako pa rin ang patuloy na mamomosecion, makapagpapatrabaho, makikinabang *at ang iba pang karapatan sa pagmamayari* ay sa akin pa rin hanggang hindi ako binabawian ng buhay ng Maykapal at ito naman ay hindi ko nga iya-alis pagka't kung ako ay mamatay na ay inilalaan ko sa kaniya." (Underscoring supplied).

[33] Extrinsic aids may be classified into two main categories: (1) those relating to the history of the statute, and (2) other extrinsic aids, which may include dictionaries, documents and state papers, legal textbooks, scientific and political writings, official opinions and judicial notice. Those dealing with the history of the statute may be divided chronologically into: (a) the events leading up to the introduction of the bill out of which the statute under consideration developed, otherwise known as legislative history prior to enactment, which includes what are known as contemporaneous circumstances and prior legislation on the subject matter; (b) the consideration of the original bill from the time of its introduction until its final enactment as the present statute, or history of the statute during its enactment, which embraces what the courts generally refer to as *legislative materials;* examples of which may be mentioned the messages of the Chief Executive, legislative debates and committee reports; and (c) the history of the statute since its enactment, which covers what is known as contemporaneous or practical construction of the statute, examples of which may be mentioned the legislative, judicial and administrative interpretation given to the statute.

[34] BLACK, *op. cit.*, 275-78.

[35] Dissent in United States v. Monia, 317 U.S. 424 (1943).

the statute.[36] Similarly, the courts have likewise refused to consider the testimony of individual legislators or ex-legislators concerning their intention, views, or understanding as to the meaning of the statute when it was enacted, for the reason

> ". . . that the meaning must be ascertained from the statute itself, and by the means and signs to which, as appears upon its face, it has reference. It cannot be proved by a member of the legislature or other person, whether interested in its enactment or not. A statute is an act of the legislature as an organized body. It expresses the collective will of that body, and no single member of it, or all the members as individuals can be heard to say what the meaning of the statute is. It must be construed by itself, by the means and signs indicated above. Otherwise, each individual might attribute to it a different meaning, and thus the legislative will and meaning be lost sight of. Whatever may be the views and purposes of those who procure the enactment of a statute, the legislature contemplates that its intention shall be ascertained from its words as embodied in it. And courts are not at liberty to accept the understanding of any individual as to the legislative intent." [37]

These well known principles of statutory construction were reaffirmed in *Ramos v. Alvarez*,[38] which was a petition for *quo warranto*. It appeared that petitioner was appointed by the late President Elpidio Quirino, by virtue of section 21(b) of the Revised Election Code, as a third member of the Provincial Board of Negros Occidental to fill the vacancy left by the resignation of one Aritao, a duly elected member belonging to the Liberal Party, who resigned when he filed his candidacy for congressman. Petitioner's interim appointment was submitted to the Commission on Appointments for confirmation, but before it could be confirmed, the new President, Ramon Magsaysay, nominated the respondent for the same office and the nomination was confirmed by the Commission on Appointments. The question to be decided is whether or not an appointment made by the President under section 21(b) of the Revised Election Code,[39] such

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[36] SUTHERLAND, *op. cit.*, § 5011, at 499-500. Exceptions to the general rule: They have been referred to, not to explain the meaning of the words of the statute, but to discover the purpose and scope of the legislation, and the evil sought to be remedied thereby, for from statements of the individual legislators as to the situation requiring legislation, it can be implied that the legislature had intended to remedy, by the statute it has enacted, the evils described. Federal Trade Commission v. Raladam Co., 283 U.S. 643 (1931). See *Legislative Materials to Aid Statutory Interpretation*, 50 HARV. L. REV. 822 (1937). Some courts also consider legislative debates as forming part of the history of the times when the statute was enacted and are, therefore, admissible as part of the *res gestae*. Standard Co. v. United States, 221 U.S. 1 (1911).

[37] State v. Partlow, 91 N.C. 550.

[38] G.R. No. L-7870, Oct. 11, 1955; 51 O.G. 5607 (1955).

[39] This section reads: "(b) Whenever in any elective local office a vacancy occurs as a result of the death, resignation, removal or cessation of the incumbent, the Presi-

as that of the petitioner, is subject to the consent of the Commission on Appointments. The Court held, after analyzing the provisions of the above-quoted section in the light of the pertinent provision of the Constitution,[40] that such appointment is subject to the consent of the Commission on Appointments, so that petitioner's right to the office ceased when his appointment was rejected by the Commission. In passing upon the citation, made by petitioner, of

> ". . . a passage in Francisco's Revised Election Code, 1947 ed., p. 89, wherein, in giving the history of the enactment of this particular provision of the Election Law, the author narrates that the provision in its present form was the result of an amendment introduced by Senator Imperial intended to do away 'with the consent of the Commission on Appointments' in the case of appointments to elective provincial offices so long as the appointee belongs to the political party of the officer whom he is to replace and is recommended by said party,"

the Court declared:

> "But while that may have been the intention of the proponent of the amendment in the Senate, the intention was not given adequate expression in the text of the amendment, and we cannot assume that his colleagues in the Senate or the members of the House of Representatives approved the amendment with that same intention. As Sutherland says, 'Statements by individual members of the legislature as to the meaning of provisions in a bill subsequently enacted into law, made during the general debate on the bill on the floor of each legislative house following its presentation by a standing committee, are generally held to be inadmissible as an aid in construing the statute. Legislative debates are expressive of the views and motives of individual members, and are not a safe guide, and hence may not be resorted to, in ascertaining the meaning and purpose of the lawmaking body. . . . it is impossible to determine with certainty what construction was put upon an act by the members of the legislative body that passed it by resorting to the speeches of individual members thereof. Those who did not speak may not have agreed with those who did; and those who spoke might differ from each other. . .' (2 Sutherland Statutory Construction, 499-501)." [41]

B. *Committee Reports.*—In an increasing number of occasions, courts, in construing statutes, have turned to reports of legislative

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dent shall appoint thereto a suitable person belonging to the political party of the officer whom he is to replace, upon the recommendation of said party, save in the case of a mayor, which shall be filled by the vice-mayor."

[40] Par. 3 of § 10, Art. VII.

[41] Another reason for the rule is that "legislative debates cannot be resorted to with any confidence as showing the true intent of Congress in the enactment of statutes since they partake of necessity very largely of impromptu statements and opinions," and are therefore in the main ill-considered. Imhoff-Berg v. United States, 43 Fed. (2d) 836 (1930).

committees and commissions appointed to codify laws. Much of the more important legislation is preceded by investigations conducted by special committees [42] which prepare and submit extensive reports, and in construing statutes enacted in accordance with the committee's recommendations, the courts have properly turned to such reports as aid of first-rate value.[43] The weight and force of these materials depend upon their thoroughness and the extent to which the legislature has followed and adopted the committee's recommendation. Thus, it has been held that "the report of a commission appointed to codify the law upon a given subject is entitled to even greater weight than the report of a committee; especially is this so where the legislature enacts the exact language of the Commission's draft." [44] Of this category is the Report of the Code Commission that drafted the new Civil Code of the Philippines, which has been often referred to and cited by the courts in deciding questions involving interpretation and application of the new provisions of the Civil Code. Thus, in the recent case of *Carandang v. Santiago*,[45] the Court in arriving at its interpretation of Article 33 of the Civil Code, relied mainly upon the report and recommendation of the Code Commission that the civil action under said article "is similar to the action in tort for libel or slander and assault and battery under American Law." [46] Here is what it said on this point:

> "In any case the Code Commission recommended that the civil action for physical injuries be similar to the civil action for assault and battery in American Law, and this recommendation must have been accepted by the Legislature when it approved the article intact as recommended."

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[42] The other two kinds of legislative committees are the standing and conference committees.

[43] SUTHERLAND, *op. cit.*, §§ 5005-10, at 489-99.

[44] Duplex v. Deering, 254 U.S. 443 (1921).

[45] See note 26 *supra*.

[46] Report of the Code Commission, pp. 46-47.