

THERE were no material changes in prices during December both in the local market and in New York. The seasonal Christmas trade, while substantial, was not accompanied by any increase in local prices due to abnormally heavy stocks.

## Legislation, Executive Orders, and Court Decisions

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ON December 14, 1951, the Philippine Supreme Court rendered a decision (Tan vs. de la Fuente, G.R. No. L-3925) defining "wholesale" and "retail". The plaintiff was a merchant engaged in the importation and sale of dry goods. The question involved was whether his sales were at retail and subject to the municipal license fee on retail sales. The Court said:

"The test to determine whether a particular sale of goods or merchandise is wholesale or retail is the use made or to be made by the purchaser of such goods or merchandise. If it be for resale at profit, the goods being unaltered when resold, the quantity of the goods sold being large not to be used by the purchaser or in excess of the requirements of his business and the merchant selling the goods being habitually engaged in the sale of such goods in large quantities to his customers, then it may be deemed wholesale. Otherwise, it is retail."

The conclusion to be drawn from this ruling seems to be that if the textiles were bought for resale without being altered or processed, it was "wholesale", but if the textiles were to be made up by the purchaser into suits, or otherwise altered or processed, before being sold, then the original transaction was a sale to a consumer and therefore "retail".

IN another case (Espuelas vs. the People of the Philippines, G.R. No. L-2990, December 17, 1951) the Court ruled that the freedom of speech secured by the Constitution does not confer an absolute right to speak or publish without responsibility whatever one may choose; that while it is the right of each citizen to criticize his Government, such criticism must be specific and constructive, reasoned and tempered, and not a contemptuous condemnation of the entire government set-up.

IN the case of Abeto vs. the People of the Philippines, G.R. No. L-3935, December 21, 1951, the defendant advertised the reservation of sugar and informed a prospective customer the sugar would arrive within a month, and required a deposit. The customer made the deposit required for 300 sacks of sugar. The shipment failed to arrive. The depositor demanded return of his money. He was given a check which was not paid. After dishonor of the check the defendant paid a small amount in cash and gave a promissory note for the balance. The defendant was convicted of estafa. The Supreme Court acquitted, stating:

"It is clear that an advance payment is subject to the disposal of the vendor. If the transaction fails, the obligation to return the advance payment ensues but this obligation is of a civil and not of a criminal nature. The transaction is rather of the character of a token, pledge, or earnest money, contemplated in Article 1454 of the old Civil Code, which only gives rise to civil liability."

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