

3 Phil. 749

[G.R. No. 1477. April 22, 1904]

MARIA GONZALEZ, PLAINTIFF AND APPELLEE, VS. SIMEON BLAS, DEFENDANT AND APPELLANT.

D E C I S I O N

JOHNSON, J.:

On the 10th day of June, 1903, the plaintiff brought an action against the defendant in the Court of First Instance of the Province of Rizal, upon the following contract:

“Vale por \$500 a cuenta del que suscribe. Caloocan, 20 de Octubre de 1902.

“SIMEON BLAS. (Rubricado.)”

In the margin of the *vale*, appears the following:

“Simeon Blas y Jason, Malabon—Vto. Bno., \$500.”

On the 9th day of July, 1903, the judge of the Court of First Instance entered the following judgment:

“In this case, No. 177, the plaintiff sues the defendant for 500 pesos, the amount of a note signed by the latter, without mention of the person to whose order this sum was to be paid. The defendant has acknowledged the authenticity of this document, but alleges that the plaintiff has no right to demand from him the performance of the obligation, because the plaintiff is not the person

to whom the document was delivered; that this person, deceived by another, delivered to the latter the note which is now in the possession of the plaintiff. The note in question is a document of credit to bearer and is demandable by the bearer from the person making it. (Art. 1112 of the Civil Code.) It is a legal presumption that the plaintiff is in lawful possession of said note inasmuch as nothing to the contrary has been proved with regard to her possession. Consequently the question is limited to determining the nature of the obligation evidenced by the said note, and to deciding how the holder thereof can demand of the maker the performance of the obligation. A note not drawn to order is equivalent to a promise to pay the sum of \$500 made by the defendant to the holder of the document. (Art, 532, last paragraph, Code of Commerce.) The obligation in question should be governed by the common law, because it does not appear that it is connected with acts of commerce, and according to article 1096 of the Civil Code the plaintiff as holder is entitled to demand of the defendant the performance of this obligation, which, as it consists in the payment of a sum of money, gives to the plaintiff the right to demand of the defendant the payment in addition to the \$500, of legal interest from the date on which the said defendant became in default by failure to pay the said sum upon demand. (Art. 1108, Civil Code.) For the reason stated, I find in favor of the plaintiff, and it is hereby adjudged and decreed:

“(1) That the defendant pay to the plaintiff the sum of \$500, the amount of the note sued upon.

“(2)

That the defendant pay 0 per cent interest on said sum from the date on which demand for payment thereof was made, up to the date of payment thereof.

“(3) That the defendant pay the costs of this suit.

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“FELIX M. ROXAS,
“Judge of the Fifth District.””

On the 23d day of July the defendant presented a motion for a new trial, which was denied on the same day “by the trial judge. The case comes here on a bill of exceptions. The bill of exceptions contains all the proof adduced in the court below. Upon an examination of this proof, we are of the opinion that the judgment of the court below should be affirmed, with costs to the appellant in both instances. So ordered.

Arellano, C.J., Torres, McDonough, and Mapa, JJ., concur.

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