

[G.R. No. 2508. April 19, 1906]

FRANCISCO BEECH, PLAINTIFF AND APPELLEE, VS. FELICISIMA GUZMAN AND HER HUSBAND, ENRIQUE FILAMOR, DEFENDANTS AND APPELLANTS.

D E C I S I O N

WILLARD, J.:

Crisanto Bautista, the assignor of the plaintiff, and the defendant Felicisima Guzman, on the 19th day of April, 1903, made a written contract by the terms of which Bautista agreed to erect for the said defendant a house on Calle Herran, in the city of Manila. This contract was not introduced in evidence at the trial in the court below, and it does not appear exactly what the contractor agreed to do in connection with the construction of the house. Neither does it clearly appear how much the defendant was to pay him for the work and materials. She testified during the trial that the price was 6,000 pesos. Bautista testified apparently that the contract, as signed, provided for this price. He, however, testified that the real price was 10,000 pesos, which he afterwards reduced to 8,000 pesos. This latter statement is corroborated by the contract of January 7, 1904, afterwards signed by both parties.

The first payment in accordance with the terms of the original contract—to wit, a payment of 3,000 pesos—was made by the defendant on the 22d of April, 1903. The second payment of 1,500 pesos she also made on the 7th of August of the same year. She was not able to pay anything more, and Bautista, the contractor, stopped the work on that account, but it does not appear exactly when. On the 24th of March, 1903, W. Morgan Shuster, who desired to occupy the house as a tenant of the defendant, made a contract with Bautista by the terms of which the latter agreed to finish the house before the 1st of June, 1903, for the sum of 1,500 pesos. This amount was paid by Mr. Shuster, but according to the testimony of the latter Bautista had not completed the work on the 31st of October, 1903. On the 7th of January, 1904, Bautista and the defendant made another, contract by the terms of which Bautista agreed to do certain specified work upon the house, and the defendant agreed to

pay him “after the termination of said work the amount of 2,900 pesos, Mexican currency, the amount agreed upon by the contracting parties, upon the following conditions: 2,000 pesos for the completion of the house, the balance of 8,000 pesos contracted for, and the 900 pesos is for the installation of a water system and other additions to the contract, a fence around the whole lot on which the house stands, construction of cesspools and drainage, and other things, including blinds.”’ The work provided for in this contract was finished to the satisfaction of the defendant, and she thereupon executed the contract of the 6th of May, 1904, in which she recognized the validity of the contract of the 7th of January of the same year, and promised to pay the 2,900 pesos in forty-five days from the 6th of May. She never paid this sum, and Bautista assigned his interests in both contracts to the plaintiff, who brought this action to recover the amount due thereunder. Judgment was entered in the court below in favor of the plaintiff for 900 pesos. From this judgment both parties have appealed to this court.

The claim of the defendant apparently is that Shuster paid Bautista 1,500 pesos to finish the house, and that the 2,900 pesos sought to be recovered in this action was for the same thing—the finishing of the house. The defendant testified that she knew nothing about the contract between Bautista and Shuster. We are satisfied that this is not true, and, on the contrary, that she was fully informed of the contract, and was present when it was made. The reasons which she gave for signing the contract of January 7, 1904, appear in her testimony:

At page 34 she testified as follows:

“Q. Why did you execute this second contract dated January 7, 1904?—A. Because I was afraid that the Board of Health would impose a fine upon me for not fencing in the house.”

At page 49 she testified as follows:

“Q. Why did you execute this contract of January 7 of the present year?—A. Because the Board of Health was pressing me to complete the work, and Crisanto Bautista having failed to complete it, I had to execute that contract.

“Q. What did Crisanto Bautista tell you in order to induce you to sign this contract dated January 7, this year?—A. Crisanto Bautista told me that the work

for Mr. Shuster had been completed and that it had nothing to do with this, and as the Board of Health was pressing me and I feared to be fined and the people who lived in the house desired to have the fence made, that is the reason why I signed the agreement.

“Q. What was the nature of the work to be done when you signed that contract dated January 7, 1904?—A. The fence and some work upstairs, such as the painting of the house.”

It does not appear otherwise than from this testimony that the Board of Health had issued any order in regard to the house. Whatever the truth may be about the contract price agreed upon in 1902 and about the work to be done under the three contracts, the fact remains that the house was not finished, and that the defendant, upon January 7, 1904, was fully informed as to the two contracts and of the state of affairs, and with this knowledge voluntarily entered into the contract of that date. This agreement she voluntarily ratified in May, 1904. The case shows neither fraud nor mistake nor anything recognized by the law as a ground for rescinding this contract and the defendant is accordingly bound thereby.

The judgment of the court below is reversed. After the expiration of twenty days from the date of this decision final judgment shall be entered in accordance herewith and the case remanded to the court below with instructions to enter judgment in favor of the plaintiff and against the defendant for the sum of 2,900 pesos, with interest thereon at the rate of 6 per cent per annum from the commencement of the action, and costs. No costs will be allowed to either party in this court. So ordered.

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