102 Phil. 741

**[ G. R. No. L-7310. December 28, 1957 ]**

**ANTONIO MANIMTIM, PLAINTIFF AND APPELLANT, VS. CO CHO CHIT, ETC., DEFENDANT AND APPELLEE.**

**D E C I S I O N**

**ENDENCIA, J.:**

Plaintiff brought this action originally in the Municipal Court of Manila to recover from defendant the sum of P11,446 as unpaid balance of his compensation for the loss of sight of his eyes, under the Workmen's Compensation Law. The municipal court dismissed the case, and on appeal, the Court of First Instance of Manila likewise dismissed it.

Briefly stated, the undisputed facts clearly shown by the evidence on record are as follows:

> Plaintiff-appellant was an employee of defendant-appellee Co Cho Chit at the latter's shop named Grace Park Engineering, Inc. On May 27, 1948, at about eleven o'clock in the morning, while plaintiff was sharpening an auger on the grinding machine in defendant's shop, a flying piece of metal pierced his right eye. He reported the matter immediately to Manuel Castro, his foreman, and upon defendant's instructions, he was sent to the Chinese General Hospital. There he was operated on by Dr. Amando V. Santos, who extracted the foreign body at the cornea. After iridectomy, it was found that the lens was completely opaque, thus the injury resulted in the total loss of vision of his right eye. He stayed nine days in the hospital, and appellee paid for the hospital and doctor's bills, as well as his wages during his confinement. Immediately after his operation, plaintiff began feeling pains on his left eye. After his discharge from the hospital, he went to inform defendant that he was willing to work but cannot do so in view of his continued vomiting and dizziness and the condition of his aching left eye which was bothering him; so he was informed

that he should not resume his work as the company had no funds to pay to idle workers.

On June 14, 1948, plaintiff went to the Bureau of Labor for help and was accordingly examined by Drs. Teofilo V. Gonzales and Jose S. Santillan of the Medical Division who found that there was—

1. Total blindness of the right eye.
2. Right pupil is widely dilated and cannot react to light.
3. Presence of an irregular opacity as big as a seed of maize.
4. Pain on the right eye (injured) and also in the left eye (normal)."

This finding is embodied in Exhibit J. Appellant was then given a blank No. 77-B form to be filled up by his attending physician at the Chinese General Hospital (Exhibit I). This form was duly accomplished by Dr. Amando V. Santos of the hospital on June 15, 1948, wherein said doctor certified that "a small foreign body was found at the cornea; detachment of 1/3 of iris above with opacity of the lens of the right eye, and that after four days' observation he found that the optic nerve was atrophied, and therefore the extraction of the cataract was no longer advisable." On June 17th, upon appellant's return to the Bureau, he was again examined and his left eye was subjected to the Snellen's test as he was already complaining of dimness of sight on that eye. He was also told to report again should any untoward symptoms develop on his left eye. On September' 20th, he returned to the Bureau and Dr. Alfredo A. Gorospe, medical officer in charge of eye injury cases, examined him and found that there was "light perception" of his left eye (Exhibit F-1). On November 22nd, he was again examined by Dr. Gorospe (Exhibit E) and was given a letter addressed to the Director of the San Lazaro Hospital (Exhibit D) requesting examination of plaintiff's blood for Kahn's test to determine syphilitic infection. On that same day, appellant accomplished the printed form of notice of injury and claim for compensation (Exhibit A-1) which he just thumb-marked as he could no longer see with his left eye.

On December 13th he saw Mrs. Baens-Del Rosario, then Head of Compensation of the Bureau of Labor, about his case, and was referred to the Medical Division for opinion (Exhibit G). On the same day, he was finally examined by Dr. Gorospe who found that the loss of sight of the left eye was due to sympathetic ophthalmia (Exhibit F), meaning that

"the infection was transferred from the injured eye by way of the optic nerve or optigism of the blood stream" (17 t.s.n.). And he arrived at this conclusion in view of the absence of syphilitic infection as shown by the negative Kahn's test. Hence, on December 16th, the Chief of the Medical Inspection Division returned the papers to Mrs. Baens-Del Rosario thru the Director of Labor, for action (Exhibit H).

In the meanwhile, however, or as early as July, 1948, defendant made overtures to settle the case amicably and caused his lawyers, thru Atty. Alberto E. Galban, to prepare a written agreement whereby, for a consideration of the sum of P1,402.47, appellant would agree to settle the matter and waive his right to any further compensation arising out of the accident. This document, Exhibit X, was brought to Mrs. Baens-Del Rosario by Atty. Galban, and a check for the same amount was deposited with the Bureau on July 12, 1948, as shown by official receipt No. A-769621 Exhibit "8". When appellant saw Mrs. Baens-Del Rosario on July 14th, the check was shown to him and was told by her to sign the document "as an ac- knowledgement of the receipt of the check for the sum of P1,402.47 in compensation for the loss of the vision of the right eye" (17 t.s.n.). Upon his reluctance to do so by reason of the fact that he was feeling pains in his left eye, he was assured by her "that this amount was not in payment for his left eye but for his right eye" (19 t.s.n.). Belying on this assurance, he signed the document as payment for his right eye (20 t.s.n.). We have, there- fore, that while the claim for the left eye was being processed and studied by the Bureau of Labor, there existed already a written agreement (Exh. X) signed on July 14, 1948. This document was not however notarized on that date but on March 2, 1949, a delay not explained in the record.

The municipal court, in dismissing the case, relied mainly on the release agreement, Exhibit X, and on the alleged absence of statutory provision authorizing compensation for aggravated injury. Upon appeal, the court of first instance dismissed the same quite on the same grounds, and on the finding that Dr. Gorospe who testified for the plaintiff, was not an eye specialist and therefore "his conclusion that the blindness of the left eye was due to sympathetic ophthalmia could not be given due weight and consideration. Consequently, plaintiff appealed to this Court contending that the lower court erred—

1. In not considering' the educational qualifications, training and experience of Dr. Alfredo Gorospe as sufficient background to testify as an expert;
2. In not declaring that the loss of vision of plaintiff's left eye was due to transferred infection (sympathetic ophthalmia) from the injured eye to

the normal eye, and as such, is compensable under the provisions of the "Workmen's Compensation Act No. 3-128, as amended;

3. In holding that the release agreement marked Exhibit "X" operates to exempt the defendant from any future liability which may arise from the same injury, and consequently shall constitute a bar to any claim for additional compensation; and
4. In not sentencing the defendant to pay plaintiff the sum of one thousand four hundred forty six pesos (P1,446) with legal interest from the filing' of the complaint, with costs of the suit."

Carefully considered, the questions are reduced to the following propositions: first, whether defendant is liable for the loss of sight of plaintiff's left eye which, according" to the latter's contention, originated from the injury he suffered on his right eye; and second, whether plaintiff is entitled to compensation for the loss of sight of his left eye notwithstanding that the parties had already entered into an amicable settlement as shown by the so-called release agreement of July 14, 1948, which was ratified on

March 2, 1949, the concluding paragraph of which reads as follows:

> "NOW, THEREFORE, for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED TWO PESOS AND FORTY-SEYEN CENTAVOS (P1,402.47) paid by the EMPLOYER to the EMPLOYEE, receipt of which sum is hereby acknowledged by the latter to his entire satisfaction, the EMPLOYEE docs hereby freely and voluntarily and without force and intimidation release completely and forever what- ever claim or claims for compensation the EMPLOYEE has or might have in the premises; and docs further waive any and all claims for compensation or benefit for any cause arising directly or indirectly from the above-mentioned accident."

There is no dispute regarding the relation between plaintiff and defendant as employee and employer, nor that on May 27, 1948, plaintiff's right eye was injured and as a consequence thereof its vision was lost despite medical attendance. In fact, defendant admitted his liability for the loss of sight of plaintiff's right eye when he paid the sum of P1,402.47. By the testimony of Dr. Gorospe, in nowise refuted or contradicted by any evidence on the part of defendant, it has been established that the loss of vision of the left

eye was due to transferred infection from the right eye to the left eye or to what he calls "sympathetic ophthalmia." Dr. Gorospe testified that "there was practically no injury on the left eye but there was traumatism on the right eye which, according to authorities, had penetrated the dangerous part of the other eye, which, in few cases I would say, may result to that, and that in the absence of syphilis as determined by the Kahn's test of the examination and also in the absence of other diseases, we came to the conclusion that the infection was transferred from the injured eye to the uninjured eye by way of the optic nerve or optigism of the blood stream." (17 t.s.n.). When asked by the lower court about the meaning of sympathetic ophthalmia, Dr. Gorospe explained—"That means a pathologenie agent or probably a filtrable virus has come to the first eye or the exciting eye through the wound and after its development it reaches the second eye or sympathizing eye through the optic nerve or optic chiasm of the blood vessel or blood stream" (39 t.s.n.). This conclusion, however, is assailed by defendant on the grounds that Dr. Gorospe is not sufficiently qualified or competent to testify on the cause of the loss of vision of plaintiff's left eye, the doctor not being a specialist on eye diseases; that his equipment in his clinic is direly deficient; that his knowledge on the particular subject is likewise deficient, for he does not know how to define "aqueous flare" nor the causes of "aqueous flare"; neither could he define a "photopic" or "scotopic eye" nor has he read Adler's "Text Book of Ophthalmology" which is the textbook used on this subject in the University of the Philippines; that Dr. Gorospe has examined and diagnosed only about 48 eye cases in the Bureau of Labor and there was not one of them that he did not recommend for compensation. It appears of record, however, that Dr. Gorospe became a physician in 1926 and had a private practice in Ilocos Sur for one year; from 1927 to 1944 he was the Preaident of the Sanitary Division in Cagayan; in 1946 he joined the Bureau of Labor and up to the time of the hearing of this case, all the eye injury cases coming to the Bureau were assigned to him, and during that period he has had occasions to treat traumatic and non-traumatic eye diseases, some of which required surgical operation, such as glaucoma, cataract, pthisis bulbis, iridocylitis, optic atrophy, sympathetic ophthalmia, herpes, zooster, ophthalmitis; he has also read the works of Drs. Ubaldo and Yambao on eye injuries, the work of Dr. Geminiano de Ocampo on cataract and glaucoma as well as the works of these specialists on Iris in Ophthalmology, and Godar's Ophthalmology. Accordingly, we hold that Dr. Gorospe, by his professional training and practical experience, is fully qualified to testify on the cause of the loss of vision of plaintiff's left eye which he personally observed and examined on several occasions before reaching his conclusion on the matter. Moreover we find that Dr. Gorospe's opinion is not contradicted by any expert testimony of a specialist on eye diseases, thus such opinion

remains in all force and effect.

Anent the second question as to whether defendant should be held liable for compensation for the loss of sight of plaintiff's left eye, he having already settled and paid for the latter's right eye, we find that the loss of vision of the left eye might be termed as *an aggravation of disability* or the immediate sequence of the loss of vision of the right eye which was admittedly due to the injury caused thereon while plaintiff was in the performance of duty in the defendant's shop. The evidence shows that after the operation of plaintiff's right eye at the Chinese General Hospital, he has been all along complaining of pains in his left eye; that such pains persisted up to and after he signed Exhibit X on July 14, 1948; and that accompanying such pains was the gradual dimness of his sight on that remain- ing eyfi until he was completely disabled for industrial purposes. On the other hand, there is no showing that before plaintiff suffered injury on May 27, 1948, his left eye was abnormal, or that the loss of vision of. that eye was due to causes other than the transferred infection from the right eye. The disability, therefore, of plaintiff's left eye is only traceable to the injury of his right eye, hence the general rule that compensation must be allowed for all the consequences flowing from 'the original injury and not attributable to other intervening causes should be applied.

Defendant contends, however, that there is no provision in our Workmen's Compensation Act covering cases of aggravation of disability, but Section 2 of Act 3428, as amended by Act 3812, provides "compensation for personal injury from *any accident suffered* by an employee arising out of and in the course of his employment", which embraces a wide scope, and because, as stated above, the loss of sight of plaintiff's left eye was not due to any other cause than the transferred infection from the right eye, the present case is certainly within the purview of said Sec. 2 of Act 3428 as amended, which Act should be interpreted liberally in order that the laborer may not remain unprotected, otherwise the purposes for which the law was promulgated might be defeated.

With reference to appellee's contention that by reason of the release agreement Exhibit X he is no longer liable to plaintiff for further compensation, we find the same to be untenable, not only because appellant positively and convincingly asserted that he signed said document on the honest belief that it merely referred to compensation for his right eye, otherwise he would not have signed it on July 14, 1948 as all along he has been suffering pains on his left eye and as early as June 17th he already noted dimness on that eye, but also because the record strongly indicates that defendant procured the signing of the agreement on July 14, 1948 due to his eagerness to compromise the case, as soon as

possible, in order to avoid more compensation than was expressed in the document, and this could be gathered from the fact that said agreement was only ratified on March 2, 1948, after he had received the amended demand Exhibit A, dated January 4, 1949, wherein the claim for the disability of the left eye was formally included. On the other hand, Section 7 of Act 3428 provides:

> "SEC. 7. *Contract Prohibited*—Any contract, regulation, or device of any sort intended to exempt the employer from all or part of the liability created by this Act shall be null and void." Exhibit X clearly runs counter to the aforequoted provision and cannot be invoked by defendant to secure exemp- tion from the compensation in question.

In view of the foregoing, the decision appealed from is hereby reversed, and defendant ordered to pay plaintiff the sum of P1,446.00 sought for in the complaint, with costs.

*Bengzon, Padilla, Reyes, A., Bautista Angelo, Labrador, Concepcion* and *Reyes, J. B. L., JJ.*, concur.

---

Date created: October 14, 2014