

Title: People of the Philippine Islands vs. Julio Pomar

Facts:

In a complaint filed on October 26, 1923, by the prosecuting attorney of the City of Manila, Julio Pomar, the manager of La Flor de la Isabela, a tobacco factory owned by La Compania General de Tabacos de Filipinas, was accused of violating sections 13 and 15 of Act No. 3071. Pomar allegedly refused to pay his employee, Macaria Fajardo, her regular wages equating to thirty days before and after childbirth as mandated by section 13 of the Act. Macaria Fajardo took her maternity leave beginning July 16, 1923, and gave birth on August 12, 1923. Despite demands, Pomar failed to pay the P80 owed.

Pomar lodged a demurrer, arguing that the facts did not constitute an offense. The demurrer was overruled, leading to Pomar's admission of the facts in the complaint while contending that the provisions of Act No. 3071 were unconstitutional. The trial court, presided over by Judge C. A. Imperial, found Pomar guilty and imposed a P50 fine, subsidiary imprisonment for insolvency, and payment of costs. Pomar appealed the conviction to the Philippine Supreme Court, primarily challenging the constitutionality of section 13 of Act No. 3071.

Issues:

1. Whether sections 13 and 15 of Act No. 3071 represent a reasonable and lawful exercise of the Philippine Legislature's police power.
2. Whether section 13 of Act No. 3071 is unconstitutional in mandating employers to pay female employees wages for thirty days before and after childbirth.

Court's Decision:

The Philippine Supreme Court ruled that section 13 of Act No. 3071 was unconstitutional and void as it contravened the liberty to contract provided for under the due process clause of the Philippine Constitution. The Court emphasized that while police power is inherent in the state, it is not without limitations found in the constitution. Justice Johnson, writing for the Court, explained that the law mandating employers to pay wages during maternity leave without considering the employers' agreement or business viability violated the constitutional right to freely contract. Hence, the Court dismissed the complaint against Julio Pomar, discharged him from custody, and nullified the lower court's sentence.

Doctrine:

The decision reiterates that the police power of the state, although broad and far-reaching,

must still conform to the confines of the Constitution, with respect for the liberty of individuals, including the liberty to contract freely.

Class Notes:

- Police Power: The inherent authority of the state to regulate behavior and enforce order within its territory for the betterment of the health, safety, morals, and general welfare of the inhabitants.
- Constitutionality: Legislative acts must align with the constitutional rights guaranteed to individuals, including the right to due process.
- Liberty to Contract: An individual's right to bargain freely on employment terms, protected under the "due process of law" clause of the Philippine Constitution.
- Civil Code, Article 1255: "The contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, or public order."

Historical Background:

The case of *People of the Philippine Islands vs. Julio Pomar* came at a time when the idea of social welfare began to interplay with the concepts of constitutional liberties. The Philippine Legislature's Act No. 3071 was an early attempt to provide protection to female laborers, particularly during maternity. However, such regulations had to grapple with constitutional guarantees of liberty, including the freedom of contract. Pomar's case is illustrative of the clash between emerging social legislation and established constitutional rights, a tension that remains prevalent in examinations of the scope of state police power and private rights.