

Title

****Wassmer v. Velez: The Breach of Promises in Marriage Engagement and Resultant Damages****

Facts

In a series of events enveloped with intentions for marriage, Francisco X. Velez and Beatriz P. Wassmer planned to get married on September 4, 1954. However, two days before the wedding, Velez left a note for Wassmer indicating the need to postpone their wedding due to his mother's opposition and left for Cagayan de Oro City. Despite a reassuring telegram sent the following day, Velez disappeared and ceased all communications.

Wassmer, feeling aggrieved by Velez's sudden withdrawal, filed a lawsuit for damages. Velez failed to respond to the lawsuit, leading the court to declare him in default. Evidence was presented by Wassmer before the clerk of court acting as commissioner, culminating in a judgment that ordered Velez to pay Wassmer damages amounting to P29,500 in total, alongside attorney's fees and costs.

Velez later sought relief from the judgment citing excusable negligence, believing an amicable settlement was being negotiated. Nonetheless, his efforts for reconsideration were unsuccessful, primarily due to the invalidity of his affidavit of merits and the absence of a factual basis for his defenses. His appeal to the Supreme Court was grounded on the argument that the judgment was contrary to law as it was based on a misapplication of breach of promise to marry under the Civil Code.

Issues

1. Whether the judgment by default was valid given it was based on evidence adduced before the clerk of court acting as commissioner.
2. The applicability of breach of promise to marry as an actionable wrong under the circumstances of the case.
3. Whether the affidavit of merits filed by Velez was sufficient for relief from judgment.
4. The appropriateness and quantum of damages awarded to Wassmer.

Court's Decision

The Supreme Court affirmed the judgment of the lower court with a modification in the amount of damages awarded. The Court held:

1. ****Validity of Evidence Adduced Before the Clerk of Court****: The Court found that the procedure of designating the clerk of court to receive evidence is permissible under the

Rules of Court and Velez, having been declared in default, had forfeited his right to object to such procedure.

2. **Breach of Promise to Marry**: While generally, merely breaking a marriage promise is not an actionable wrong, the Court differentiated the case at hand due to the extent of preparations and public undertakings involved which transcended mere breach and constituted conduct contrary to morals, good customs or public policy as stipulated in Article 21 of the Civil Code.

3. **Affidavit of Merits**: Velez's affidavit of merits was deemed invalid as it stated conclusions rather than factual defenses that could substantiate a valid defense against the complaint. The Court emphasized the need for affidavits of merits to state facts, not conclusions or inferences.

4. **Damages**: The Court agreed on the award of actual damages and reduced the moral and exemplary damages from P25,000.00 to P15,000.00, citing the circumstances necessitated a reasonable compensation for the wrongful act of Velez.

Doctrine

The Supreme Court articulated the principle that a mere breach of a promise to marry is not an actionable wrong unless the manner of breach is contrary to morals, good customs, or public policy meriting compensatory damages as per Article 21 of the Philippine Civil Code.

Class Notes

- **Breach of Promise to Marry**: Not actionable per se, unless it involves conduct contrary to morals, good customs, or public policy (Article 21, Civil Code).
- **Evidence in Default Judgments**: Validity of using clerk of court as commissioner to receive evidence, especially in default cases.
- **Affidavit of Merits**: Must state factual defenses, not mere conclusions or inferences, to be valid for consideration in seeking relief from judgment.
- **Damages**: Moral and exemplary damages can be awarded where the defendant's conduct is wanton, fraudulent, reckless, oppressive, or shows malice; but must be proportional to the wrongdoing and injury suffered.

Historical Background

This case illustrates the evolving understanding of personal relationships and civil obligations arising from them under Philippine jurisprudence. Highlighting the shift from treating breaches of marriage promises as purely personal affairs to recognizing their potential public and societal impacts marks a significant move towards protecting individual rights and dignity within the context of adherence to social norms and morals.