

### ### Title

Cabague vs. Auxilio: A Case on the Enforceability of Oral Agreements Regarding Marriage Under Philippine Jurisprudence

### ### Facts

In Basud, Camarines Norte, Felipe Cabague and his son Geronimo initiated a lawsuit against Matias Auxilio and his daughter Socorro in the justice of the peace court. The Cabagues claimed damages due to the Auxilios' refusal to fulfill a marriage agreement between Geronimo and Socorro. The plaintiffs alleged that the defendants had committed to the marriage contingent upon the plaintiffs' agreement to enhance the Auxilio's household and cover the expenses for the wedding feast and the bride's needs. Relying on this promise, the Cabagues proceeded with the house improvements and incurred expenses amounting to P700, only for the Auxilios to renege on their promise.

The defendants filed a motion to dismiss, arguing that the agreement was orally made and hence unenforceable under the parol evidence rule. The motion was granted, leading to the dismissal of the case.

Upon appeal to the Court of First Instance, the complaint was reiterated, and the defendants pushed forward their motion to dismiss once again. Following the dismissal order at this level, the Cabagues sought redress from the Supreme Court, which led to an appeal being adequately filed.

### ### Issues

1. Whether the mutual promise to marry between Geronimo Cabague and Socorro Auxilio can be proved and enforced in court despite the oral nature of the agreement.
2. Whether Felipe Cabague's claim for damages, based on the defendants' failure to carry out the marriage agreement, is enforceable when the agreement was not in writing.

### ### Court's Decision

The Supreme Court differentiated between two types of agreements in this case. The first was between Felipe Cabague and the Auxilios, which was premised on the consideration of marriage between Socorro and Geronimo. The second was a mutual promise to marry between Socorro and Geronimo. The Court ruled that for the breach of the mutual promise to marry, Geronimo could indeed sue Socorro for damages, and evidence of such a promise is admissible in court despite the oral agreement's nature. However, the Court found that Felipe Cabague's action was to enforce an agreement in consideration of marriage, which

falls under a category that is not enforceable when not in writing, thus his claim cannot prosper.

### ### Doctrine

The Supreme Court, in this decision, highlighted the applicability and limitations of the parol evidence rule in relation to agreements made upon the consideration of marriage. It was established that mutual promises to marry could be proven and enforced in court despite being orally made; however, other agreements made in consideration of marriage must be in writing to be enforceable.

### ### Class Notes

1. **\*\*Parol Evidence Rule\*\***: This doctrine dictates that any oral agreements intending to modify or contradict a written agreement are generally not admissible in court to change the agreement's terms. However, there are exceptions, such as in cases of mutual promises to marry.
2. **\*\*Mutual Promise to Marry\*\***: A mutual promise between two individuals to marry each other can stand as a cause of action for damages if one party breaches this promise, irrespective of whether the agreement was oral or written.
3. **\*\*Oral Agreements in consideration of Marriage\*\***: As per Philippine Jurisprudence, not all agreements related to marriage are enforceable if not made in writing. Specifically, agreements apart from a mutual promise to marry require documentation to be legally binding.

### ### Historical Background

This case reflects the Philippine legal system's handling of personal relations and obligations arising from marital commitments. It underscores how cultural practices around marriage and the fulfillment of marital promises intersect with the legal requirements for enforceability. The legal contention centered around traditional expectations versus formal contractual requirements provides insight into the evolving legal landscape concerning personal and familial agreements in the Philippines.