

**ELENITA LEDESMA SILVA, ET AL., PLAINTIFFS-APPELLANTS, VS.
ESTHER PERALTA, DEFENDANT-APPELLEE.**

G.R. No. L-13114. August 29, 1961

Ponente: REYES, J.B.L., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/15af29c1d97d/>

REYES, J.B.L., J.:

Appellants spouses Saturnino Silva and Elenita Ledesma Silva pray for the reconsideration of this Court's decision of November 25, 1960, claiming that—

- (1) Appellant Elenita Silva should be awarded moral damages for Esther Peralta's unauthorized use of the designation in "Mrs. Esther Silva";
- (2) the award of pecuniary damages against appellant Saturnino Silva is unwarranted by the facts and the law.

I

It is contended that the prohibition imposed upon appellee Esther Peralta from representing herself, directly or indirectly, as the wife of Saturnino Silva should result in an award of moral damages in favor of appellant Elenita Ledesma, whose exclusive right to the appellation is recognized by the decision.

This argument misapprehends the basis of the decision. Esther Peralta was forbidden from representing herself as Mrs. Saturnino Silva for the reason that it was proved in this case that she was not legally married to him, and because he is now lawfully married to Elenita Ledesma. But an award of damages in the latter's favor would require a further finding that the assumption of the disputed status by Esther Peralta was made in bad faith or through culpable negligence and no such finding has been made in the decision. The facts are that Esther in good faith regarded herself as Saturnino's lawful wife, and that the man himself led her into this belief prior to his desertion. That later on, unknown to Esther, Silva should have married his co-appellant in the United States is not sufficient to impose upon Esther any liability for damages or to destroy her original good faith, their being no proof that the existence of a valid marriage between Saturnino and Elenita was adequately driven home to Esther before this case was instituted. That the two appellants Silva were living together as husband and wife was certainly not sufficient proof, considering Saturnino Silva's past history and conduct. How was appellee to know that Saturnino's connection with Elenita Ledesma was any more legitimate than his previous one with appellee herself?

Moreover, the trial court found Elenita Silva's claim for damages not adequately proved, and we have not found in the record any justification to depart from that finding.

II

As to the Award of damages against Saturnino Silva, it is to be noted that while the latter's liability was extra-contractual in origin, still, under the Civil Code of 1889, the damages resulting from a tort are measured in the same manner as those due from a contractual debtor in bad faith, since he must answer for such damages,

whether he had foreseen them or not, just as he must indemnify not only for *damnum emergens* but also for *lucrum cessans*, as required by Article 1106. Article 1992 of the 1889 Civil Code of Spain formulated no standard for measuring quasi-delictual damages, the article merely prescribing that the guilty party "shall be liable for the damage so done". This indefiniteness led modern civil law writers to hold that the standards set in article 1106 and 1107, placed in the general rules on obligations, "rigen por igual para las contractuales y las extras contractuales, las preestablecidas y las que broten ex-lege de actos ilicitos". (Roces, Notes to Fischer)" Los Daños Civiles y su Reparacion," (1927). Since liability for damages arises in either case from a breach of a pre-existing obligation (to behave without fault or negligence in case of quasi-delicts, and, in case of contracts, to observe the conduct required by the stipulation), it is logical to conclude with Planiol that "La responsabilidad contractual y la extra contractual tienen el mismo fundamento, por lo que se hallan sujetas en principio a identicas reglas" (6 Planiol-Ripert, *Derecho Civil*, p. 529, sec. 378). Giorgi is of the same opinion (5 *Teoria de Obligaciones*, pp. 133, 207-208). So is de Cossio y Corral ("El Dolo en el Derecho Civil", pp. 132-133) :

"Pero si ello es asi, resulta claro que la aproximacion entre esta clase de culpa y la contractual, es cada dia mayor, hasta el extremo de que, segun hemos antes indicado, solamente se pueden señalar diferencias accesorias, y muchas veces aparentes entre una y otra. En primer termino, porque el concepto de culpa contractual se exteinde no solo a las obligaciones nacidas ex contractu, sino, en general, a todas aquellas preexistentes entre las partes a la realidad del acto dañoso (obligaciones legales). De otra parte, porque si bien consideramos las cosas, la responsabilidad llamada extracontractual, deriva siempre del quebrantamiento de un deber general, implicitamente reconocido por la ley, cual es el de que todos deben actuar socialmente con la debida diligencia, evitando causar daño a los demas, y un derecho que todo ciudadano tiene, correlativamente, a no ser dañado en su patrimonio y bienes por la conducta dolosa o negligente de los demas. En tal sentido, habria siempre entre el autor del daño y la victima, una relacion juridica, constituida por este derecho y aquel deber.

Esta idea de unidad entre ambas instituciones se traduce en que as pretendidas diferencias en orden a la extension de la indemnizacion, en ambos casos, no puedan defenderse a la vista de los preceptos de nuestro Derecho positivo. En efecto, no contiene el Capitulo II del Titulo XVI del Libro IV de nuestro Codigo civil norma alguna referente a la extension de la indemnizacion que en cada caso haya de prestarse, lo que nos obliga forzosamente a acudir a las normas generales contenidas en el Capitulo II, del Titulo I de dicho libro IV, relativo a los "efectos de las obligaciones", que ninguna razon permite limitar a las de naturaleza contractual, ya que el articulo 1.101 habla genericamente de obligaciones; el 1.102, de "todas las obligaciones"; el 1.103, de "toda clase de obligaciones", y en ninguno de los articulos subsiguientes se hace referencia a una clase especial de obligaciones, sino a todas en general.

Que las disposiciones de este Capitulo son aplicables en los casos de culpa extracontractual, es doctrina constantemente reconocida por la jurisprudencia del Tribunal Supremo. Asi, en la sentencia de 14 de diciembre de 1894, concretandose a los articulos 1.101, 1.103 y 1.104, afirma que son de caracter general y aplicables a toda clase de obligaciones, no ofreciendo contradiccion con las especiales de los articulos 1.902 y 1.903; la sentencia de 15 enero de 1902, permite interpretar los articulos 1.902 y 1.903 por los 1.103 y 1.106, a los efectos de determinar los elementos que han de entrar en la indemnizacion. La misma doctrina se mantiene en la sentencia de 2 de diciembre de 1946, y en otras muchas que pudieramos aducir."

Whether or not the damages awarded to appellee are a natural and direct consequence of Silva's deceitful maneuvers in making love to appellee, and inducing her to yield to his advances and live with him as his wife (when Silva knew all the time that he could not marry Esther Peralta because of his undissolved marriage to an Australian woman, a prior wedlock that he concealed from appellee), is a question of appreciation. It is clear that Esther Peralta would not have consented to the liaison had there been no concealment of Silva's previous marriage, or that the birth of the child was a direct result of this connection. That Esther had to support the child because Silva abandoned her before it was born is likewise patent upon the record, and we can not see how said

appellant can be excused from liability therefor.

Silva's seduction and subsequent abandonment of appellee and his illegitimate child were likewise the direct cause for the filing of the support case in Manila, and in order to prosecute the same, appellee had to quit her employment in Davao. While the case could have been filed in Davao, we do not believe that this error in selecting a more favorable venue (due to her unfamiliarity with the technicalities of the law) should be allowed to neutralize the appellant Silva's responsibility as the primary causative factor of the prejudice and damage suffered by appellee.

It is argued that the maintenance of the child can not be considered as an element of damage because the child's case for support was dismissed. This contention fails to take into account the action there was for support as an acknowledged natural child, and that under the Civil Code of 1889 (the law in force when the child was born), the right of natural children to be supported by their father depended exclusively on the recognition by the father of his paternity; the rule being thus—

"The mere fact of birth gave no legal right to the child, and imposed no legal duty upon the father, except, perhaps, in cases arising under the criminal law. *** The father was not, prior to the Civil Code, and is not now, bound to recognize his natural son by reason of the mere fact that he is its father. *** But as to the father the question is, and always has been, has he performed any acts which indicate his intention to recognize the child as his?" (Buenaventura vs. Urbano, 5 Phil., pp. 2-3)

It follows that in said suit, the real issue was whether the child had been duly recognized, the support being a mere consequence of the recognition. Therefore, the failure of the child's action for support did not adjudge that he was not the defendant's child, but that the defendant never recognized him as such. That the decision of the Court of Appeals (CA-G. R. No. 24532—R) rejecting the child's action did not declare him without right to support under all circumstances can be seen from the following statement in the decision:

"The proofs so far found in the record may possibly warrant the filling of an action for compulsory recognition, under paragraphs 3 and 4 of Art. 283, but there was no action presented to that effect."

Plainly, the issues and parties being different, the result of the child's action can not constitute *res judicata* with regard to the mother's claim for damages against the father on account of the amounts she was compelled to spent for the maintenance of their child. On the contrary, the very fact that the child was not allowed to collect support from the father (appellant therein) merely emphasizes the account of his birth and rearing, which, in turn, was a direct consequence of appellants tortuous conduct. Since Esther Peralta had expressly pleaded that she had to support the child (Record of Appeal, p. 27, in fine), and had prayed for such relief "as may be deemed just and equitable in the premises", there is no reason why her expenses for the child's maintenance should not be taken into account.

Appellants submit that the damages allowed for maintenance of the son should be limited to P600.00 a year, because the income tax law allows only that much deduction for each child. We do not believe that income tax deductions constitute a reasonable basis for an award of damages, since they are fixed for an entirely different purpose (to arrive at the net taxable income) and merely represent the amount that the state is willing to exempt from taxation. At that, it should be noted that the deductible amount has been lately increased to P1,000.00 per annum. But even at P600.00 per annum, the damages suffered by appellee on this count, from 1945 to 1960, already amounts to around P9,000.00 a year, to which must be added the loss of appellee's salary as executive of the Girl Scouts in Davao; so that the P15,000.00 damages awarded by the court below is by no means excessive, as already held in our decision in chief.

Appellants also contend that the claim for pecuniary damages has prescribed, because they date back to 1945.

Suffice it to note that the defense of prescription was not invoked by appellants against the claim for pecuniary damages, and this defense must be regarded as waived in relation to the same. Appellant's reply to the appellee's first counterclaim in her second amended answer (which was for actual or pecuniary damages) reads as follows (Answer to Counterclaim, Rec. App. p. 33) ;

"1.—That plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations contained under paragraphs 6, 7, 8, 9, 10, 11, and 12 of the first counterclaim and, therefore, specifically denies the same."

The defense of prescription was actually interposed only against the second counterclaim, in this wise:

"1.—That the cause of action alleged in the second counterclaim has already prescribed, more than ten years having already elapsed." (Answer, to Counterclaim, Rec. App. p. 34).

The second counterclaim referred to was for damages due to "mental torture, anguish and hurt feelings, all to her damage in the amount of P250,000.00" (Rec. App. p. 28). Upon the other hand, our own award for moral damages was based, not on the deceit practiced by Silva in securing Esther's assent to live maritally with him, but on his subsequent harassment of her in 1954, by filing suits against her in different provinces and otherwise applying pressure to cause her to abandon her child's case. As this cause of action arose less than three years before the present action was filed, the defense of prescription is rendered untenable against it, for the limitation period had not yet expired when the suit was brought.

Wherefore, the motion for reconsideration is denied.

Bengzon, C. J., Padilla, Labrador, Concepcion, Barrera, Paredes, and Dizon JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.