

ARTURO PELAYO, PLAINTIFF AND APPELLANT, VS. MARCELO LAURON ET AL., DEFENDANTS AND APPELLEES.*G.R. No. 4089. January 12, 1909*

Ponente: TORRES, J.

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On the 23d of November, 1900, Arturo Pelayo, a physician residing in Cebu, filed a complaint against Marcelo Lauron and Juana Abella setting forth that on or about the 13th of October of said year, at night, the plaintiff was called to the house of the defendants, situated in San Nicolas, and that upon arrival he was requested by them to render medical assistance to their daughter-in-law who was about to give birth to a child; that therefore, and after consultation with the attending physician, Dr. Escaño, it was found necessary, on account of the difficult birth, to remove the foetus by means of forceps which operation was performed by the plaintiff, who also had to remove the after-birth, in which service he was occupied until the following morning, and that afterwards, on the same day, he visited the patient several times; that the just and equitable value of the services rendered by him was P500, which the defendants refuse to pay without alleging any good reason therefor; that for said reason he prayed that judgment be entered in his favor as against the defendants, or any of them, for the sum of P500 and costs, together with any other relief that might be deemed proper.

In answer to the complaint counsel for the defendants denied all of the allegations therein contained and alleged as a special defense, that their daughter-in-law had died in consequence of the said childbirth, and that when she was alive she lived with her husband independently and in a separate house without any relation whatever with them, and that, if on the day when she gave birth she was in the house of the defendants, her stay there was accidental and due to fortuitous circumstances; therefore, he prayed that the defendants be absolved of the complaint with costs against the plaintiff.

The plaintiff demurred to the above answer, and the court below sustained the demurrer, directing the defendants, on the 23d of January, 1907, to amend their answer.

In compliance with this order the defendants presented, on the same date, their amended answer, denying each and every one of the allegations contained in the complaint, and requesting that the same be dismissed with costs.

As a result of the evidence adduced by both parties, judgment was entered by the court below on the 5th of April, 1907, whereby the defendants were absolved from the former complaint, on account of the lack of sufficient evidence to establish a right of action against the defendants, with costs against the plaintiff, who excepted to the said judgment and in addition moved for a new trial on the ground that the judgment was contrary to law; the motion was overruled and the plaintiff excepted and in due course presented the corresponding bill of exceptions. The motion of the defendants requesting that the declaration contained in the judgment that the defendants had demanded the professional services of the plaintiff be eliminated therefrom, for the reason that, according to the evidence, no such request had been made, was also denied, and to the decision the defendants excepted.

Assuming that it is a real fact acknowledged by the defendants, that the plaintiff, by virtue of having been sent for

by the former, attended as physician and rendered professional services to a daughter-in-law of the said defendants during a difficult and laborious childbirth, in order to decide the claim of the said physician regarding the recovery of his fees, it becomes necessary to decide who is bound to pay the bill, whether the father and mother-in-law of the patient, or the husband of the latter.

According to article 1089 of the Civil Code, obligations are created by law, by contracts, by quasi-contracts, and by illicit acts and omissions or by those in which any kind of fault or negligence occurs.

Obligations arising from law are not presumed. Those expressly determined in the code or in special laws, etc., are the only demandable ones. Obligations arising from contracts have legal force between the contracting parties and must be fulfilled in accordance with their stipulations. (Arts. 1090 and 1091.)

The rendering of medical assistance in case of illness is comprised among the mutual obligations to which spouses are bound by way of mutual support. (Arts. 142 and 143.)

If every obligation consists in giving, doing, or not doing something (art. 1088), and spouses are mutually bound to support each other, there can be no question but that, when either of them by reason of illness should be in need of medical assistance, the other is under the unavoidable obligation to furnish the necessary services of a physician in order that health may be restored, and he or she may be freed from the sickness by which life is jeopardized; the party bound to furnish such support is therefore liable for all expenses, including the fees of the medical expert for his professional services. This liability originates from the above-cited mutual obligation which the law has expressly established between the married couple.

In the face of the above legal precepts it is unquestionable that the person bound to pay the fees due to the plaintiff for the professional services that he rendered to the daughter-in-law of the defendants during her childbirth is the husband of the patient and not her father and mother-in-law, the defendants herein. The fact that it was not the husband who called the plaintiff and requested his assistance for his wife is no bar to the fulfillment of the said obligation, as the defendants, in view of the imminent danger to which the life of the patient was at that moment exposed, considered that medical assistance was urgently needed, and the obligation of the husband to furnish his wife with the indispensable services of a physician at such critical moments is specially established by the law, as has been seen, and compliance therewith is unavoidable; therefore, the plaintiff, who believes that he is entitled to recover his fees, must direct his action against the husband who is under obligation to furnish medical assistance to his lawful wife in such an emergency.

From the foregoing it may readily be understood that it was improper to have brought an action against the defendants simply because they were the parties who called the plaintiff and requested him to assist the patient during her difficult confinement, and also, possibly, because they were her father and mother-in-law and the sickness occurred in their house. The defendants were not, nor are they now, under any obligation by virtue of any legal provision, to pay the fees claimed, nor in consequence of any contract entered into between them and the plaintiff from which such obligation might have arisen.

In applying the provisions of the Civil Code in an action for support, the supreme court of Spain, while recognizing the validity and efficiency of a contract to furnish support wherein a person bound himself to support another who was not his relative, established the rule that the law does impose the obligation to pay for the support of a stranger, but as the liability arose out of a contract, the stipulations of the agreement must be upheld. (Decision of May 11, 1897.)

Within the meaning of the law, the father and mother-in-law are strangers with respect to the obligation that devolves upon the husband to provide support, among which is the furnishing of medical assistance to his wife at

the time of her confinement; and, on the other hand, it does not appear that a contract existed between the defendants and the plaintiff physician, for which reason it is obvious that the former can not be compelled to pay fees which they are under no liability to pay because it does not appear that they consented to bind themselves.

The foregoing suffices to demonstrate that the first and second errors assigned to the judgment below are unfounded, because, if the plaintiff has no right of action against the defendants, it is needless to declare whether or not the use of forceps is a surgical operation.

Therefore, in view of the considerations hereinbefore set forth, it is our opinion that the judgment appealed from should be affirmed with the costs against the appellant. So ordered.

Mapa and Tracey, JJ., concur.

Arellano, C. J., and Carson, J., concur in the result.

Willard, J., dissents.

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