

MARIA S. PASCUAL, PLAINTIFF AND APPELLEE, VS. JOSE LACSAMANA, DEFENDANT AND APPELLANT.

G.R. No. 10060. November 27, 1956

Ponente: LABRADOR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-10060/>

LABRADOR, J.:

On July 23, 1951, the defendant executed a document in Tagalog, presented at the trial as Exhibit A, which reads;

"ALAMIN NG LAHAT NG MAKABABASA NITO:

"Na ako, si Jose Lacsamana, may sapat na gulang, may asawa, at kasalukuyan naninirahan sa 1039 Trabajo, Sampaloc, Manila ay nagpapatunay ng sumusunod:

"Una.—Na ako ay umutang ng halagang anim na libo apat na daan at limang piso at limang pu at tatlong sentimos lamang (P6,405.53) kuantang pilipino, kay Gng. Maria S. Pascual ng Malabon, Rizal ngayong araw na ito.

"Ikalawa.—Na ang nasabing utang ay ipinangangako kong ba-bayaran sa nasabing Ginang sa Diciembre 31, 1951.

"Ikatlo.—Na ang lahat ng isdang huhulihin sa aming palaisdaang "MAGPITO" at "PULOM na nasa Pampanga, sa punduhan ng isda sa Hulong Duat, Malabon, Rizal, upang ipagbili at sa lahat ng pagbibilhan ay aawasin ang kanyang komisyon 5 por ciento.

"Ikaapat.—Na ang nasabing halaga ay aking bibigyan ng tubo o interest ng 12 por ciento isang taon sa nasabing Ginang mula ngayon araw na ito hanggang sa Diciembre 31, 1951. .

"Ikalima.—Na kung sakali't hindi ako makabayad sa aking utang sa nasabing Ginang sa taning na nakalagay dito, at ang pagsisingil sa akin ay umabot sa "jugado" ako ay nangalangako na magbabayad ng aking pagkakautang at bukod sa doon ay magbabayad ako ng 25 por ciento ng aking pagkakautang bi-lang danos y perjuicios o costas ng abogado.

"Sa katunayan ng lahat ng ito, ako ay lumagda sa ibaba nito, dito sa Malabon, Rizal ngayong ika 23 ng Julio, 1951.

"JOSE LACSAMANA"

On February 27, 1953, he again executed another document, presented at the trial as Exhibit "D", which read:

"SA LAHAT AY AKING PINATUTUNAYAN:

"Ako, si Jose Lacsamana, iriatapos na makapanumpa, ay nag-sasalaysay ng mga sumusunod:

"1. Na ako ay may nakuhang cualta sa4 Gng. Maria Pascual* sa halagang Anim na libong piso at apat na daan at lima at limanpu't tatlong centimos (P6,405.53) noong 23 ng Julio ng 1951.

"2. Na bilang katunayan na akp ay hahdang magbayad ng nasa-bing utang ako ay nangakong maghuhulog ng

isda kay Gng. Maria Pascual, at bukod dito'y ako'y nangakong magpapatong ng nuukol na interes sa halagang aking nautang hanggang sa mabayaran ang halagang aking nakuha.

"3. Na akoay nangakong magbayad ng nasabing utang, kasama and nauukol na interes, sangayon sa kasulatang aking' nilagdaan noong ika a 31 ng Diciembre, 1951.

"4. Na hangga sa ngayon ay hindi pa ako nagbabayad ng na-sabing utang kay Gng. Maria Pascual.

"5. Na noong Diciembre, 1952, ako ay nakipagusap kay Gng. Maria Pascual at ulit ay nangakong magbabayad ng nasabing utang nitong katapusan ng Febrero, 1953, ngunit hindi pa rin ako nagbayad ng nasabing utang.

"6. Na ngayong ika 27 ng Pebrero, ako'y muling nakipag-uap sa kay Gng. Maria Pascual at sa kay Atty. Arsenio Eoldan, Jr., at sa harap nitong huli, ako ay nangakong muli na magbabayad ng nasabing utang sa fecha 20 ng Marso, 1953,

"Sa Matunayan ng lahat ng ito, ako ay lumagda sa kasulatang ito; ngayong ika 27 ng Febrero, 1953.

"Manila, Philippines.

"JOSE LACSAMANA"

Plaintiff brought this action alleging that defendant has not paid the indebtedness that he had agreed and promised to pay in accordance with his promissory note of July 23, 1951 (Exhibit A); that defendant also promised, therein to sell all the fish that would be harvested from his two fishponds, through the plaintiff, who will receive 5 per cent commission, but failed to comply with this obligation, depriving plaintiff of an unrealized commission estimated at P700. She, therefore, prays that defendant be sentenced to pay the sum of P6,405.53, the amount of the debt, plus interest thereon at the rate of 12 per cent per annum from the date of the execution of the instrument until the debt is fully paid, and that she also be ordered to pay plaintiff P700, representing the 5 per cent commission which the plaintiff failed to realize. She also prays that defendant be sentenced to pay P1,601.38, representing 25 per cent of the debt, as liquidated damages.

The defendant claims that the facts are not presented clearly by plaintiff. He alleges that on February 27, 1953, he and plaintiff settled and liquidated all their outstanding accounts, and in consideration of said cancellation and renovation, defendant executed the contract, Exhibit "D". By way of counterclaim, he alleges that he had delivered fish valued at P1,198.15, and that after deducting plaintiff's commission thereon, plaintiff still owed him a balance of P1,004.25. He, therefore, asks that plaintiff's complaint be dismissed, and that plaintiff be sentenced to pay the sum stated in his counterclaim.

After the trial and on January 4, 1954, the court rendered judgment sentencing defendant to pay the sum of P6,405.53, plus interest thereon at 12% per annum from July 23, 1951 until the whole amount is fully paid, and the further sum of P1,601.38, representing 25 per cent of the aforementioned amount, as liquidated damages and attorney's fees, plus the costs. Defendant's counterclaim was dismissed.

Against the above judgment, defendant appealed to the Court of Appeals, which in due time, certified the case to Us, on the ground that only questions of law are involved. The only error assigned in the appeal is that the lower court erred in holding that Exhibit D did not novate Exhibit A.

A comparison between the two instruments will readily show that the second one, Exhibit D, is absolutely silent on defendant's obligation to deliver all the fish produced from his two fishponds to the plaintiff as well as on the payment of liquidated damages of 25 per cent. It contains nothing but a recital of past unfulfilled promises to pay made by defendant, and a final promise to pay the obligation on March 20, 1953. Whether or not plaintiff agreed to this date of payment does not appear, but even if she did, the change would be limited to the date of payment

and it cannot be held to extend to all other particulars of the contract. For a novation to exist, there must be a change, substitution, or renewal of an obligation or obligatory relation, with the intention of extinguishing or modifying essentially the former, debitum pro debito. (4 S. R. 424.) If the second instrument wits accepted by plaintiff so that the period for the payment was intended to be postponed, there would still be no novation because mere extension of payment and the addition of another obligation not incompatible with the old one is hot a novation thereof (Inchausti & Co. vs. Yulo, 34 Phil. 978). Furthermore, novation is never presumed; there must be a declaration to that effect in unequivocal terms, or that the old and the new obligations must be incompatible (Article 1292, Civil Code).

Finding no error in the judgment of the court a quo, the same is hereby affirmed in toto, and it appearing that the appeal is frivolous, defendant is hereby sentenced to pay double costs.

Paras, C. J., Bengzon, Padilla, Montemayor, Bautista Angelo, Concepcion, Reyes, J. B. L., Endencia and Felix, 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.