

**PEDRO SERRANO LAKTAW, PLAINTIFF AND APPELLANT, VS.
MAMERTO PAGLINAWAN, DEFENDANT AND APPELLEE.***G.R. No. 11937. April 01, 1918*

Ponente: ARAULLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-11937/>**ARAULLO, J.:**

In the complaint presented in the Court of First Instance of the City of Manila on February 20, 1915, it was alleged: (1) That the plaintiff was, according to the laws regulating literary properties, the registered owner and author of a literary work entitled *Diccionario Hispano-Tagalog* (Spanish-Tagalog Dictionary) published in the City of Manila in 1889 by the printing establishment *La Opinion*, and a copy of which was attached to the complaint, as Exhibit A; (2) that the defendant, without the consent of the plaintiff, reproduced said literary work, improperly copied the greater part thereof in the work published by him and entitled *Diccionario Kastila-Tagalog* (Spanish-Tagalog Dictionary), a copy of which was also attached to the complaint as Exhibit B; (3) that said act of the defendant, which is a violation of article 7 of the Law of January 10, 1879, on Intellectual Property, caused irreparable injuries to the plaintiff, who was surprised when, on publishing his new work entitled *Diccionario Tagalog-Hispano* (Tagalog-Spanish Dictionary) he learned of the fact, and (4) that the damages occasioned to the plaintiff by the publication of defendant's work amounted to \$10,000. The plaintiff therefore prayed the court to order the defendant to withdraw from sale all stock of the work herein identified as Exhibit B and to pay the plaintiff the sum of \$10,000, with costs.

The defendant in his answer denied generally each and every allegation of the complaint and prayed the court to absolve him from the complaint. After trial and the introduction of evidence by both parties, the court on August 20, 1915, rendered judgment, absolving the defendant from the complaint, but without making any special pronouncement as to costs. The plaintiff moved for a new trial on the ground that the judgment was against the law and the weight of the evidence. Said motion having been overruled, plaintiff excepted to the order overruling it, and appealed the case to the Supreme Court upon a bill of exceptions.

The ground of the decision appealed from is that a comparison of the plaintiff's dictionary with that of the defendant does not show that the latter is an improper copy of the former, which has been published and offered for sale by the plaintiff for about twenty-five years or more. For this reason the court held that the plaintiff had no right of action and that the remedy sought by him could not be granted.

The appellant contends that the court below erred in not declaring that the defendant had reproduced the plaintiff's work and that the defendant had violated article 7 of the Law of January 10, 1879, on Intellectual Property.

Said article provides:

"Nobody may reproduce another person's work without the owner's consent, even merely to annotate or add anything to it, or improve any edition thereof."

Therefore, in order that said article may be violated, it is not necessary, as the court below seems to have

understood, that a work should be an improper copy of another work previously published. It is enough that another's work has been reproduced without the consent of the owner, even though it be only to annotate, add something to it, or improve any edition thereof.

Upon making a careful and minute comparison of Exhibit A, the dictionary written and published by the plaintiff, and Exhibit B, written and published by the defendant, and, taking into account the memorandum (fols. 55 to 59) presented by the defendant, in which he enumerates the words and terms which, according to him, are in his dictionary but not in that of the plaintiff, and viceversa, and the equivalents or definitions given by the defendant which are not similar to those given by the plaintiff, as well as the new Tagalog words which are in the dictionary of the defendant but not in that of the plaintiff; and considering the notes, Exhibit C, first series, presented by the plaintiff, in which the terms copied by the defendant from the plaintiff's dictionary are enumerated in detail and in relation to each letter of the alphabet and in which the plaintiff's own words and terms are set forth, with a summary, at the foot of each group of letters, which shows the number of initial Spanish words contained in the defendant's dictionary, the words that are his own and the fact that the remaining ones are truly copied from the plaintiff's dictionary—considering all of these facts, we come to a conclusion completely different and contrary to that of the trial court, for said evidence clearly shows:

- That, of the Spanish words in the defendant's dictionary, Exhibit B, which correspond to each letter of the alphabet, those that are enumerated below have been copied and reproduced from the plaintiff's dictionary, with the exception of those that are stated to be the defendant's own.

Letter

Words

Defendant's own

"A"

1,184

231

"B"

364

28

"C"

660

261

"CH"

76

10

"D"

874

231

"E"

880

301

"F"

383

152

"G"

302

111

"H"

357

64

"I"

814

328

"J"

113

25

"K"

11

11

"L"

502

94

"LL"

36

2

"M"

994

225

"N"

259

53

"Ñ"

6

2

"O"

317

67

"P"

803

358

"Q"

84

11

"R"

847

140

"S"

746

118

"T"

591

147

"U"

107

15

"V"

342

96

"X"

6

6

"Y"

24

4

"Z"

73

17

23,560

3,108

Therefore, of the 23,560 Spanish words in the defendant's dictionary, after deducting 17 words corresponding to the letters K and X (for the plaintiff has no words corresponding to them), only 3,108 words are the defendant's own, or, what is the same thing, the defendant has added only this number of words to those that are in the plaintiff's dictionary, he having reproduced or copied the remaining 20,452 words.

- That the defendant also literally reproduced and copied for the Spanish words in his dictionary, the equivalents, definitions and different meanings in Tagalog, given in plaintiff's dictionary, having reproduced, as to some words, everything that appears in the plaintiff's dictionary for similar Spanish words, although as to some he made some additions of his own. Said copies and reproductions are numerous as may be seen, by comparing both dictionaries and using as a guide or index the defendant's memorandum and notes, first series, Exhibit C, in which, as to each word, the similarities and differences between them are set forth in detail.

- That the printer's errors in the plaintiff's dictionary as to the expression of some words in Spanish as well as their equivalents in Tagalog are also reproduced, a fact which shows that the defendant, in preparing his dictionary, literally copied those Spanish words and their meanings and equivalents in Tagalog from the plaintiff's dictionary.

The trial court has chosen at random, as is stated in the judgment appealed from, some words from said dictionaries in making the comparison on which its conclusion is based, and consequently the conclusion reached by it must be inaccurate and not well founded, because said comparison was not complete.

In said judgment some words of the defendant's dictionary are transcribed, the equivalents and meanings of which in Tagalog are exactly the same as those that are given in the plaintiff's dictionary, with the exception, as to some of them, of only one acceptance, which is the defendant's own production. And with respect to the examples used by the defendant in his dictionary, which, according to the judgment, are not copied from the plaintiff's—the judgment referring to the preposition a (to), in Tagalog sa—it must be noted that the defendant, in giving in his dictionary an example of said preposition, uses the expression "voy a Tayabas" (I am going to Tayabas) instead of "voy a Bulacan" (I am going to Bulacan), as the plaintiff does in his dictionary, or what is the same thing, that one speaks of Bulacan while the other speaks of Tayabas. This does not show that there was no reproduction or copying by the defendant of the plaintiff's work, but just the opposite, for he who intends to imitate the work of another, tries to make it appear in some manner that there is some difference between the original and the imitation; and in the example referred to, with respect to the preposition a (to), that dissimilarity as to the province designated seems to effect the same purpose.

In the judgment appealed from, the court gives one to understand that the reproduction of another's dictionary without the owner's consent does not constitute a violation of the Law of Intellectual Property for the court's idea

of a dictionary is stated in the decision itself, as follows:

"Dictionaries have to be made with the aid of others, and they are improved by the increase of words. What may be said of a pasture ground may be said also of a dictionary, i. e., that it should be common property for all who may desire to write a new dictionary, and the defendant has come to this pasture ground and taken whatever he needed from it in the exercise of a perfect right."

Such idea is very erroneous, especially in relation to the Law of Intellectual Property. Danvila y Collado, the author of the Law of January 10, 1879, on Intellectual Property, which was discussed and approved in the Spanish Cortes, in his work entitled *La Propiedad Intelectual* (page 362, 1st ed.) states with respect to dictionaries and in relation to article 7 of said law:

"The protection of the law cannot be denied to the author of a dictionary, for although words are not the property of anybody, their definitions, the examples that explain their sense, and the manner of expressing their different meanings, may constitute a special work. On this point, the correctional court of the Seine held, on August 16, 1864, that a dictionary constitutes property, although some of the words therein are explained by mere definitions expressed in a few lines and sanctioned by usage, provided that the greater part of the other words contain new meanings; new meanings which evidently may only belong to the first person who published them."

Therefore, the plaintiff, Pedro Serrano, cannot be denied the legal protection which he seeks, and which is based on the fact that the dictionary published by him in 1889 is his property—said property right being recognized and having been granted by article 7, in connection with article 2, of said law—and on the further fact that said work was reproduced by the defendant without his permission.

This law was published in the *Gaceta de Madrid* on January 12, 1879. It took effect in these Islands six months after its promulgation or publication, as provided in article 56 thereof. The body of rules for the execution of said law having been approved by royal decree of September 3, 1880, and published in the *Gaceta de Madrid* on September 6, 1880 and extended to the Philippine Islands by royal decree of May 5, 1887, it was in turn published in the *Gaceta de Manila*, with the approval of the Governor-General of the Islands, on June 15, 1887. Said law of January 10, 1879, and the rules for its application, were therefore in force in these Islands when the plaintiff's dictionary was edited and published in 1889.

It appears from the evidence that although the plaintiff did not introduce at the trial the certificate of registration of his property rights to said work which, according to said rules, was kept in the Central Government of these Islands, and was issued to him in 1890, the same having been lost during the revolution against Spain, and no trace relative to the issuance of said certificate being obtainable in the Division of Archives of the Executive Bureau on account of the loss of the corresponding records, yet as in the first page of said dictionary the property right of the plaintiff was reserved by means of the words "Es propiedad del autor" (All rights reserved), taken in connection with the permission granted him by the Governor-General on November 24, 1889, to print and publish said dictionary, after an examination thereof by the permanent committee of censors, which examination was made, and the necessary license granted to him, these facts constitute sufficient proof, under the circumstances of the case, as they have not been overcome by any evidence on the part of the defendant, showing that said plaintiff did not comply with the requirements of article 36 of said law, which was a prerequisite to the enjoyment of the benefits thereof according to the preceding articles, among which is article 7, which is alleged in the complaint to have been violated by the defendant.

Even considering that said Law of January 10, 1879, ceased to operate in these Islands, upon the termination of Spanish sovereignty and the substitution thereof by that of the United States of America, the right of the plaintiff to invoke said law in support of the action instituted by him in the present case cannot be disputed. His property

right to the work *Diccionario Hispano-Tagalog* (Spanish-Tagalog Dictionary), published by him and edited in 1889, is recognized and sanctioned by said law, and by virtue thereof, he had acquired a right of which he cannot be deprived merely because the law is not in force now or is of no actual application. This conclusion is necessary to protect intellectual property rights vested after the sovereignty of Spain was superseded by that of the United States. It was so held in the Treaty of Paris of December 10, 1898, between Spain and the United States, when it declared in article 13 thereof that the rights to literary, artistic, and industrial properties acquired by the subject of Spain in the Island of Cuba and in Porto Rico and the Philippines and other ceded territories, at the time of the exchange of the ratifications of said Treaty, shall continue to be respected.

In addition to what has been said, according to article 428 of the Civil Code, the author of a literary, scientific, or artistic work, has the right to exploit it and dispose thereof at will. In relation to this right, there exists the exclusive right of the author, who is the absolute owner of his own work, to produce it, according to article 2 of the Law of January 10, 1879, and consequently, nobody may reproduce it, without his permission, not even to annotate or add something to it, or to improve any edition thereof, according to article 7 of said law. Manresa, in his commentaries on article 429 of the Civil Code (vol. 3, p. 633, 3d ed.) says that the concrete statement of the right to literary properties is found in the legal doctrine according to which nobody may reproduce another person's work, without the consent of its owner, or even to annotate or add something to it or to improve any edition thereof. And on page 616 of said volume, Manresa says the following:

"He who writes a book, or carves a statue, or makes an invention, has the absolute right to reproduce or sell it, just as the owner of land has the absolute right to sell it or its fruits. But while the owner of land, by selling it and its fruits, perhaps fully realizes all its economic value, by receiving its benefits and utilities, which are represented, for example, by the price, on the other hand the author of a book, statue or invention, does not reap all the benefits and advantages of his own property by disposing of it, for the most important form of realizing the economic advantages of a book, statue or invention, consists in the right to reproduce it in similar or like copies, everyone of which serves to give to the person reproducing them all the conditions which the original requires in order to give the author the full enjoyment thereof. If the author of a book, after its publication, cannot prevent its reproduction by any person who may want to reproduce it, then the property right granted him is reduced to a very insignificant thing and the effort made in the production of the book is in no way rewarded."

Indeed the property right recognized and protected by the Law of January 10, 1879, on Intellectual Property, would be illusory if, by reason of the fact that said law is no longer in force as a consequence of the change of sovereignty in these Islands, the author of a work, who has the exclusive right to reproduce it, could not prevent another person from so doing without his consent, and could not enforce this right through the courts of justice in order to prosecute the violator of this legal provision and the defrauder or usurper of his right, for he could not obtain the full enjoyment of the book or other work, and his property right thereto, which is recognized by law, would be reduced, as Manresa says, to an insignificant thing, if he should have no more right than that of selling his work.

The reproduction by the defendant without the plaintiff's consent of the *Diccionario Hispano-Tagalog* (Spanish-Tagalog Dictionary), published and edited in the City of Manila in 1889, by the publication of the *Diccionario Kastila-Tagalog* (Spanish-Tagalog Dictionary), published in the same city and edited in the press *El Progreso* in 1913, as appears from Exhibit B, which is attached to the complaint, has caused the plaintiff, according to the latter, damages in the sum of \$10,000. It is true that it cannot be denied that the reproduction of the plaintiff's book by the defendant has caused damages to the former, but the amount thereof has not been determined at the trial, for the statement of the plaintiff as to the proceeds he would have realized if he had printed in 1913 the number of copies of his work which he stated in his declaration—a fact which he did not do because

the defendant had reproduced it—was not corroborated in any way at the trial and is based upon mere calculations made by the plaintiff himself; for which reason no pronouncement can be made in this decision as to the indemnification for damages which the plaintiff seeks to recover.

The plaintiff having prayed, not for a permanent injunction against the defendant, as the plaintiff himself in his brief erroneously states, but for a judgment ordering the defendant to withdraw from sale all stock of his work *Diccionario de Kastila-Tagalog* (Spanish-Tagalog Dictionary), of which Exhibit B is a copy, and the suit instituted by said plaintiff being proper, we reverse the judgment appealed from and order the defendant to withdraw from sale, as prayed for in the complaint, all stock of his work above-mentioned, and to pay the costs of first instance. We make no special pronouncement as to the costs of this instance. So ordered.

Arellano, C. J., Torres, and Street, JJ., concur.

Carson, and Malcolm, JJ., concur in the result.

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.