

CONRADO AYLLON, PLAINTIFF AND APPELLANT, VS. THE ROMAN CATHOLIC ARCHBISHOP OF MANILA, DEFENDANT AND APPELLEE.*G.R. No. 13868. August 27, 1919*

Ponente: STREET, J.

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The defendant, the Roman Catholic Archbishop of Manila, is the owner of a large tract of land located in the provinces of Bulacan and Pampanga and known as the Buenadicha Estate. On October 1, 1913, a contract was executed by which the plaintiff, Conrado Ayllon, was placed in charge of this property in the character of agent or administrator. The period of the contract was fixed at one year, expiring September 30, 1914. It was stipulated among other things that, in view of the unproductive and undeveloped condition of the property, the plaintiff should be entitled to retain ninety per centum of the net profits of the estate, any losses incurred in the management of the property being borne exclusively by him.

Upon the expiration of the period of the contract above mentioned the plaintiff remained in possession and continued, with the consent of the defendant, to manage the property about as he had done before. At the end of the year 1916, the defendant resumed possession; and the plaintiff brought this action to recover the sum of P11,000, composed of two items to-wit (a) =P3,000, alleged to have been expended by the plaintiff in the care and improvement of the estate; and (&) P8,000, representing the supposed reasonable value of the plaintiff's services as administrator of the estate from September 30, 1914 to December 31, 1916. The trial court dismissed the action, with costs against the plaintiff, whereupon the latter appealed.

The theory of the plaintiff's case is that inasmuch as, after the termination of the period fixed in the original contract, there was no contractual relation existing between the parties, the plaintiff should be entitled to reimbursement of his expenditures and to compensation for services rendered upon the basis of a reasonable allowance, or quantum meruit.

We concur with the trial court in the view that the action is not maintainable. It is undoubtedly true that, in the absence of a prior contract, the defendant would have been bound to compensate the plaintiff for services rendered «t the defendant's special instance and request, and the defendant likewise would have been bound to reimburse the plaintiff for any expenditures incurred, by the plaintiff in the management of the estate with the defendant's knowledge and consent. The obligation to compensate and reimburse under such circumstances is imposed by law in contemplation of the implied request or consent of the person bound and in view of the benefit conferred, the contract arising in conception of law upon the facts involved and without any express promise.

One of the fundamental conditions essential to the creation of such implied obligation is that the expenditures or services for which compensation is sought should be incurred, or rendered in response to a request, expressed or implied, on the part of the person benefitted. The obligation can not arise where services are rendered or expenditures paid out voluntarily, that is, without request made and without expectation of a reward. Furthermore, it is elementary that the law will not create an obligation to compensate or reimburse where there is a special

contract to which the services or expenditures in question may be referred. In such case the measure of compensation must be sought in the contract itself.

In the case before us the relation existing between the parties to this action had its origin in a special contract, which defined the duties of the plaintiff and the obligations of the defendant; and when both parties by tacit consent, after the expiration of the period fixed in the contract, continued the relation substantially as it had existed under the contract, the only reasonable assumption is that they intended for their respective obligations to be measured by that contract. The law in such a situation will not impose an obligation on the part of the defendant to compensate or reimburse on a basis different from that specially fixed in the contract by which their relation was originally created.

The situation here contemplated is exactly analogous to that created by tacit reconduction, expressly recognized in the Civil Code (art. 1566) ; and the rule which in such case fixes the rights of the parties according to the obligations created by the original contract is equally applicable in relations of agency and service.

The trial court was not in error in dismissing the action. Judgment affirmed, with costs. So ordered.

Arellano, C.J., Torres, Johnson, Araullo, Malcolm, and Avanceña, JJ., concur.

Judgment affirmed.

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