

THE GOVERNMENT OF THE PHILIPPINE ISLANDS, PLAINTIFF AND APPELLEE, VS. GEORGE I. FRANK, DEFENDANT AND APPELLANT.

G.R. No. 2935. March 23, 1909

Ponente: JOHNSON, J.

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JOHNSON, J.:

Judgment was rendered in the lower court on the 5th day of September, 1905. The defendant appealed. On the 12th day of October, 1905, the appellant filed his printed bill of exceptions with the clerk of the Supreme Court. On the 5th day of December, 1905, the appellant filed his brief with the clerk of the Supreme Court. On the 19th day of January, 1906, the Attorney-General filed his brief in said cause. Nothing further was done in said cause until on or about the 30th day of January, 1909, when the respective parties were requested by this court to prosecute the appeal under penalty of having the same dismissed for failure so to do; whereupon the appellant, by petition, had the cause placed upon the calendar and the same was heard on the 2d day of February, 1909.

The facts from the record appear to be as follows:

First. That on or about the 17th day of April, 1903, in the city of Chicago, in the State of Illinois, in the United States, the defendant, through a representative of the Insular Government of the Philippine Islands, entered into a contract for a period of two years with the plaintiff, by which the defendant was to receive a salary of 1,200 dollars per year as a stenographer in the service of the said plaintiff, and in addition thereto was to be paid in advance the expenses incurred in traveling from the said city of Chicago to Manila, and one-half salary during said period of travel.

Second. Said contract contained a provision that in case of a violation of its terms on the part of the defendant, he should become liable to the plaintiff for the amount expended by the Government by way of expenses incurred in traveling from Chicago to Manila and the one-half salary paid during such period.

Third. The defendant entered upon the performance of his contract upon the 30th day of April, 1903, and was paid half-salary from that date until June 4, 1903, the date of his arrival in the Philippine Islands.

Fourth. That on the 11th day of February, 1904, the defendant left the service of the plaintiff and refused to make a further compliance with the terms of the contract.

Fifth. On the 3d day of December, 1904, the plaintiff commenced an action in the Court of First Instance of the city of Manila to recover from the defendant the sum of 269.23 dollars, which amount the plaintiff claimed had been paid to the defendant as expenses incurred in traveling from Chicago to Manila, and as half salary for the period consumed in travel.

Sixth. It was expressly agreed between the parties to said contract that Laws No. 80 and No. 224 should constitute a part of said contract.

To the complaint of the plaintiff the defendant filed a general denial and a special defense, alleging in his special

defense that the Government of the Philippine Islands had amended Laws No. 80 And No. 224 and had thereby materially altered the said contract, and also that he was a minor at the time the contract was entered into and was therefore not responsible under the law.

To the special defense of the defendant the plaintiff filed a demurrer, which demurrer the court sustained.

Upon the issue thus presented, and after hearing the evidence adduced during the trial of the cause, the lower court rendered a judgment against the defendant and in favor of the plaintiff for the sum of 265.90 dollars. The lower court found that at the time the defendant quit the service of the plaintiff there was due him from the said plaintiff the sum of 3.33 dollars, leaving a balance due the plaintiff in the sum of 265.90 dollars. From this judgment the defendant appealed and made the following assignments of error;

- The court erred in sustaining plaintiff's demurrer to defendant's special defenses.
- The court erred in rendering judgment against the defendant on the facts.

With reference to the above assignments of error, it may be said that the mere fact that the legislative department of the Government of the Philippine Islands had amended said Acts No. 80 and No. 224 by Acts No. 643 and No. 1040 did not have the effect of changing the terms of the contract made between the plaintiff and the defendant. The legislative department of the Government is expressly prohibited by section 5 of the Act of Congress of 1902 from altering or changing the terms of a contract. The right which the defendant had acquired by virtue of Acts No. 80 and No. 224 had not been changed in any respect by the fact that said laws had been amended. These acts, constituting the terms of the contract, still constituted a part of said contract and were enforceable in favor of the defendant.

The defendant alleged in his special defense that he was a minor and therefore the contract could not be enforced against him. The record discloses that, at the time the contract was entered into in the State of Illinois, he was an adult under the laws of that State and had full authority to contract. The plaintiff [the defendant] claims that, by reason of the fact that, under the laws of the Philippine Islands at the time the contract was made, male persons in said Islands did not reach their majority until they had attained the age of 23 years, he was not liable under said contract, contending that the laws of the Philippine Islands governed. It is not disputed-upon the contrary the fact is admitted-that at the time and place of the making of the contract in question the defendant had full capacity to make the same. No rule is better settled in law than that matters bearing upon the execution, interpretation and validity of a contract are determined by the law of the place where the contract is made. (*Scudder vs. Union National Bank*, 91 U. S., 406.) Matters connected with its performance are regulated by the law prevailing at the place of performance. Matters respecting a remedy, such as the bringing of suit, admissibility of evidence, and statutes of limitations, depend upon the law of the place where the suit is brought. (*Idem.*)

The defendant's claim that he was an adult when he left Chicago but was a minor when he arrived at Manila; that he was an adult at the time he made the contract but was a minor at the time the plaintiff attempted to enforce the contract, more than a year later, is not tenable.

Our conclusions with reference to the first above assignment of error are, therefore:

First. That the amendments to Acts No. 80 and No. 224 in no way affected the terms of the contract in question; and

Second. The plaintiff [defendant] being fully qualified to enter into the contract at the place and time the contract was made, he can not plead infancy as a defense at the place where the contract is being enforced.

We believe that the above conclusions also dispose of the second assignment of error.

For the reasons above stated, the judgment of the lower court is affirmed, with costs.

Arellano, C. J., Torres, Mapa, Carson, and Willard, JJ., concur.

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