

ANTONINO ESPIRITU, PLAINTIFF AND APPELLANT, VS. MANILA ELECTRIC LIGHT CO., DEFENDANT AND APPELLEE.*G.R. No. 29605. December 29, 1928*

Ponente: OSTRAND, J.

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Antonino Espiritu and Felix Tuason brought separate actions for damages against the Manila Electric Co. for personal injuries sustained by them in a head-on collision between two street cars belonging to the defendant company and operating on the company's Manila-Pasig line. The actions are based on identical facts and were tried together. The trial court rendered judgment in favor of the defendant corporation and absolved it from the complaints without costs. From this judgment both of the plaintiffs appealed.

The collision was due to negligence, and the plaintiffs were passengers on one of the cars at the time. They were, therefore, clearly entitled to compensation for the injuries sustained by them (*De Guia vs. Manila Electric Railroad & Light Co.*, 40 Phil., 706), and the only question for our consideration is whether certain agreements made between the parties in the evening of the day the accident occurred are binding on the plaintiffs. Briefly stated, the facts relating to this question are as follows:

The accident occurred near Fort McKinley. Antonino Espiritu, seeing that the collision was inevitable, jumped out of the car in which he was riding and fractured one of the bones in his left leg. Felix Tuason was thrown down on the floor of the car and broke his left collar bone. Both of them were taken to Fort McKinley for emergency treatment and shortly afterwards transferred to St. Paul's Hospital in Manila, where they were placed under treatment at the expense of the defendant. In the evening of the same day, the plaintiffs were visited by Feliciano P. Santiago, a representative of the defendant corporation and after some conversation, Espiritu agreed to accept the sum of P300 in full compensation for his injuries and signed the following document:

"MANILA ELECTRIC RAILROAD AND LIGHT COMPANY**"GENERAL AND SPECIAL RELEASE**

"I hereby acknowledge the receipt from the Manila Electric Railroad and Light Company, of three hundred pesos, Philippine currency, in full settlement of all claims and demands and rights of actions which I may have against the said Manila Electric Railroad and Light Company, its officers or employees, and specifically in settlement of all damages and in injuries sustained by me either in person or property, on the 25th day of December, 1926, in Manila, Philippine Islands, at or near Pasig Line at McKinley.

"And in consideration of said sum I hereby release and discharge the Manila Electric Railroad and Light Company its officers or employees, from all obligations now existing or that may hereafter arise in my favor by reason of the said damages and injuries by me sustained on the 25th day of December, 1926.

"I have read and understood the foregoing release, and signed the same this 25th day of December, 1926.

"(Sgd.) A. ESPIRITU

"ANTONINO ESPIRITU

"Witness:

"(Sgd.) FEL. SANTIAGO"

Felix Tuason accepted the sum of P140 and signed a document of the same purport as that signed by Espiritu, but, as he was not well versed in the English language, the document was written in Tagalog. The money was paid over to the plaintiffs the same evening.

Counsel argues that the appellants, through fraud and deceit, were induced to enter into the agreements without being fully cognizant of the consequences, and that therefore said agreements are of no force and effect. The agreements rest on the same principles as any ordinary contract, and if the plaintiffs' assertions that such agreements were obtained by fraud and deceit and that they, the plaintiffs, were in such a condition that they were not fully conscious of what they were doing, the agreements would, of course, be invalid. But the weight of the evidence is contrary to the plaintiffs' contention, and we can find no indication of fraud. Neither can we say that the agreements were so unconscionable as to affect their validity. While the amounts agreed upon may seem inadequate, it nevertheless appears that they are in excess of what the plaintiffs, if uninjured, could have earned in the length of time required for the healing of their injuries in the present case.

We therefore hold that the plaintiffs are bound by their respective agreements, and the appealed judgment is affirmed, with the costs against the appellants. So ordered.

Avanceña, C. J., Johnson, Street, Malcolm, Villamor, Johns, Romualdez, and Villa-Real, JJ., concur.

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