

FABIOLA SEVERINO, ACCOMPANIED BY HER HUSBAND RICARDO VERGARA, PLAINTIFFS AND APPELLEES, VS. GUILLERMO SEVERINO ET AL., DEFENDANTS. ENRIQUE ECHAUS, APPELLANT.

G. R. No. 34642. September 24, 1931

Ponente: STREET, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-34642/>

STREET, J.:

This action was instituted in the Court of First Instance of the Province of Iloilo by Fabiola Severino, with whom is joined her husband Ricardo Vergara, for the purpose of recovering the sum of P20,000 from Guillermo Severino and Enrique Echaus, the latter in the character of guarantor for the former. Upon hearing the cause the trial court gave judgment in favor of the plaintiffs to recover the sum of P20,000 with lawful interest from November 15, 1929, the date of the filing of the complaint, with costs. But it was declared that execution of this judgment should issue first against the property of Guillermo Severino, and if no property should be found belonging to said defendant sufficient to satisfy the judgment in whole or in part, execution for the remainder should be issued against the property of Enrique Echaus as guarantor. From this judgment the defendant Echaus appealed, but his principal, Guillermo Severino, did not. The plaintiff Fabiola Severino is the recognized natural daughter of Melecio Severino, deceased, former resident of Occidental Negros. Upon the death of Melecio Severino a number of years ago, he left considerable property and litigation ensued between his widow, Felicitas Villanueva, and Fabiola Severino, on the one part, and other heirs of the deceased on the other part. In order to make an end of this litigation a compromise was effected by which Guillermo Severino, a son of Melecio Severino, took over the property pertaining to the estate of his father at the same time agreeing to pay \$100,000 to Felicitas Villanueva and Fabiola Severino. This sum of money was made payable, first, P40,000 in cash upon the execution of the document of compromise, and the balance in three several payments of P20,000 at the end of one year, two years, and three years respectively. To this contract the appellant Enrique Echaus affixed his name as guarantor. The first payment of P40,000 was made on July 11, 1924, the date when the contract of compromise was executed; and of this amount the plaintiff Fabiola Severino received the sum of P10,000. Of the remaining P60,000, all as yet unpaid, Fabiola Severino is entitled to the sum of P20,000. It appears that at the time the compromise agreement above-mentioned was executed Fabiola Severino had not yet been judicially recognized as the natural daughter of Melecio Severino, and it was stipulated that the last P20,000 corresponding to Fabiola and the last P5,000 corresponding to Felicitas Villanueva should be retained on deposit until the definite status of Fabiola Severino as natural daughter of Melecio Severino should be established. The judicial decree to this effect was entered in the Court of First Instance of Occidental Negros on June 16, 1925, and as the money which was contemplated to be held in suspense has never in fact been paid to the parties entitled thereto, it results that the point respecting the deposit referred to has ceased to be of moment.

The proof shows that the money claimed in this action has never been paid and is still owing to the plaintiff; and the only defense worth noting in this decision is the assertion on the part of Enrique Echaus that he received nothing for affixing his signature as guarantor to the contract which is the subject of suit and that in effect the

contract was lacking in consideration as to him.

The point is not well taken. A guarantor or surety is bound by the same consideration that makes the contract effective between the principal parties thereto. (Pyle vs. Johnson, 9 Phil., 249.) The compromise and dismissal of a lawsuit is recognized in law as a valuable consideration; and the dismissal of the action which Felicitas Villanueva and Fabiola Severino had instituted against Guillermo Severino was an adequate consideration to support the promise on the part of Guillermo Severino to pay the sums of money stipulated in the contract which is the subject of this action. The promise of the appellant Echaus as guarantor is therefore binding. It is never necessary that a guarantor or surety should receive any part of the benefit, if such there be, accruing to his principal. But the true consideration of this contract was the detriment suffered by the plaintiffs in the former action in dismissing that proceeding, and it is immaterial that no benefit may have accrued either to the principal or his guarantor.

The judgment appealed from is in all respects correct, and the same will be affirmed, with costs against the appellant. So ordered.

Avanceña, C. J., Johnson, Malcolm, Villamor, Ostrand, Romualdez, Villa-Real, and Imperial, 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.