

FAUSTINO GUERRA, PLAINTIFF AND APPELLEE, VS. BLANCO, SENDAGORTA & URRUTIA, DEFENDANT AND APPELLANT.*G.R. No. 3638. November 19, 1907*

Ponente: JOHNSON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3638/>**JOHNSON, J.:**

This was an action brought by the plaintiff in the Court of First Instance of the Province of Masbate against the defendant to recover the sum of P1,320, for services rendered by the plaintiff to the defendant as manager of the hacienda of the latter in said province, and for the sum of P506, money which the plaintiff alleged that he had deposited with the defendant.

The action was duly tried in the Court of First Instance of said province, and after hearing the evidence in the cause the lower court made the following finding of facts: "The court finds that the plaintiff, Faustino Guerra, was employed by the defendant partnership, as alleged, from April 1, 1901, to March 31, 1903, at the rate of P60 per month salary, and from December 15, 1903, to April 15, 1905, at the rate of P80 per month, as administrator of said hacienda; that about the time of this employment by said partnership he made a deposit with Tomas Blanco, one of the firm, of P506, said sum being the property of the said Faustino Guerra, the plaintiff; that said Guerra has never received any part of the deposit, nor any part of the salary due him for his two periods of service with said partnership, with the exception of P357.63, which he drew from the receipts of the hacienda at various times in small sums, and which he accounted for on the books of the partnership."

Upon this finding of facts the lower court rendered judgment in favor of the plaintiff and against the defendant, making due allowance for the said payment made of P357.63, and allowing interest upon the amount due, in the sum of P3,070.27, with interest at the rate of 6 per cent, from the 22d day of March, 1906.

From the decision of the lower court the defendant appealed.

The defendant assigns as the principal error the fact that the plaintiff failed to show during the trial in the lower court that his services were rendered by virtue of a contract with the defendant, constituting a partnership. The defendant claims that, if the services rendered by the plaintiff were rendered under a contract at all, it was under a contract made with Tomas Blanco, one of the partners, and not with the partnership, and that under the articles of copartnership Blanco had no authority to make a contract binding upon the partnership without the express consent of his copartners. The defendant partnership also claims that the deposit of P506 was made with the said Blanco and not with the partnership, and therefore the partnership had incurred no liability to the plaintiff.

Upon these contentions of the defendant copartnership we are unable to find any evidence in the record which justifies the contentions of the plaintiff with reference to the payment of his salary for the first period of service, to wit, from April 1, 1901, to March 31, 1903, and also with reference to the deposit of P506. All the evidence relating to this period of service and to this deposit shows that the contract was made with the said Blanco and that the deposit was made with the said Blanco without any reference or relation to the partnership whatever. With reference to the second period of service the evidence shows that this contract was also made with the said

Blanco, but by reference to the exhibits which were introduced during the trial it appears that the other copartners recognized their liability and the liability of the copartnership for the payment of the salary for a portion of that period. The plaintiff claims that there is due him for the period from December 15, 1903, to April 15, 1905, a period of sixteen months, at the rate of P80 per month, the sum of P1,280.

There is nothing in the record which shows that the plaintiff had an express contract with the defendant for services to be rendered by him covering a period from the the 15th of December, 1903, to the 15th of April, 1905; neither is there anything in the record to show that the plaintiff was discharged before the expiration of that period. The record shows that this action was commenced by the plaintiff upon the 9th day of February, 1905, more than two months before the 15th day of April, 1905. The plaintiff would not be entitled to recover in this action for services rendered after the time of the commencement of the action; therefore under no consideration could the plaintiff recover for his services for the period included between the 9th day of February, 1905, and the 15th day of April, 1905. Moreover, it appears from the record that the plaintiff left the employment of the defendant and ceased to administer the hacienda of the defendant on the 3d day of December, 1904, and that one Santos Ondaviela took charge of the said hacienda as the successor of the plaintiff on the said last-mentioned date. The plaintiff is only entitled to recover his salary at the rate of P80 per month from the 15th of December, 1903, to the 2d day of December, 1904, or, in other words, for a period of eleven months and seventeen days, or the sum of P925.33.

It is the judgment of this court, therefore, that the sentence of the lower court be modified and that the plaintiff recover of the defendant the sum of P925.33, with interest at the rate of 6 per cent from the said 9th day of February, and costs. This finding and conclusion, of course, is without prejudice to the right of the plaintiff to bring an action against the defendant Blanco for both the first period of service and for the deposit of P506. So ordered.

Arellano, C. J., Torres, Willard, and Traoey, 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.