

MENDEZONA & CO., IN LIQUIDATION, PLAINTIFF AND APPELLEE, VS. MARIANO MORENO, DEFENDANT AND APPELLANT.*G.R. No. 3939. February 17, 1908*

Ponente: JOHNSON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3939/>**JOHNSON, J.:**

On the 11th day of February, 1905, the plaintiff commenced an action in the Court of First Instance of the city of Manila for the purpose of recovering of the defendant the sum of P28,819.53, the balance alleged to be due to the plaintiff as commission agent of the defendant in the sale of certain coprax and hemp.

From the record it appears that for some years prior to the year 1902 a verbal contract existed between the plaintiff and defendant by which the plaintiff was to sell coprax and hemp as commission agent for the defendant. It appears that the defendant purchased hemp in and about the pueblo of Daet in the Province of Ambos Camarines and shipped the same to the plaintiff in Manila to be sold. The record discloses that the plaintiff sold to the defendant various classes of goods, wares, and merchandise and also sent to the defendant from time to time checks or bills of exchange as part payment for the hemp and coprax. These transactions continued over several years and up to the time when the plaintiff went into liquidation. No question is raised by the defendant as to the disposition made by the plaintiff of the coprax so remitted by him to the plaintiff.

The defendant alleges that he was damaged because certain portions of the hemp had been pledged by the plaintiff to secure money and for that reason did not sell the hemp o the best advantage. The defendant also claims that the plaintiff made unauthorized charges against him for storage, insurance, and interest, and for the repacking and shrinkage of said hemp.

During the trial of the cause the defendant attempted to prove that the plaintiff did at various times, in order to secure money for itself, pledge certain portions of the hemp. No evidence was shown, however, as to how much of said hemp was pledged, neither was there any direct or specific evidence showing just how the defendant was injured, if at all, by this pledge. The defendant admitted during the trial that all of the hemp which he had sent to the plaintiff had been sold.

The exact terms of the contract between the plaintiff and defendant do not appear of record, neither does the record disclose the exact nature of the control of the hemp in question which the plaintiff could exercise over the same, but granting that the plaintiff had no authority to pledge the hemp, yet the evidence does not disclose any fact or facts which would justify the conclusion that the defendant was in any way injured by such pledge. The defendant, makes the allegation that by reason of said pledge the hemp was not sold to the best advantage; no proof, however, is introduced to support this charge. There was some proof to show that the price of hemp varied and that at some times it was higher than at others, but there was no proof introduced to show that the plaintiff had any hemp on hand belonging to the defendant which might have been sold at the time of the prevailing higher prices. Then was no evidence presented during the trial which tended in any way to show that the plaintiff was not given full discretion as to the time for selling the hemp. The defendant introduced a letter during the trial of the

cause, written by him and directed to the plaintiff, relating to the time of selling some of the hemp, but there is nothing to show that the plaintiff did not sell Hint particular hemp in accordance with the instructions contained in said letter.

The defendant also claims that he was damaged by reason of the fact that the weight of the hemp in Manila did not correspond with the weight at the time of shipment of the same from the pueblo of Daet. The plaintiff refuted this evidence by showing that the weight of the hemp, even after it was baled, varied, and that especially the hemp from Daet varied more than the hemp from some of the other provinces, for the reason that the Daet hemp was not well cleaned, and that the weight, of the hemp also varied from time to time, depending upon the way it was cleaned, when it was packed, and the time elapsing after it was cleaned and the time of packing. The defendant introduced no evidence to show that he was not credited in full for the full weight of all the hemp received.

The defendant also alleged that the charges of insurance made by the plaintiff were excessive. He introduced no proof, however, to sustain this allegation.

The defendant set up a counterclaim or set-off in his petition. This he evidently abandoned, for the reason that he presented no proof to sustain the same.

The defendant further alleges that the plaintiff had no legal right to charge interest upon the balances due from time to time and relies upon articles 312 and 313 of the Code of Commerce, and article 1109 of the Civil Code, to support this contention.

It is admitted that the contract between the plaintiff and the defendant was a verbal one. Under the above-cited provisions of the code and under the form of contract here sued upon, the plaintiff was not entitled to interest upon the balances due from time to time, until after there had been a judicial demand made for the payment of said balances.

The evidence shows that the defendant had been furnished from time to time with a report of the receipt, sale, and expenses connected with the sale of said hemp. The record does not disclose that the defendant made any objection to any of these items.

The plaintiff, at the time of the commencement of the action, made as a part of the complaint a copy of the accounts existing between it and the defendant; the defendant, therefore, at the time of the commencement of the action had a full and complete statement of all of the items and charges made against him by the plaintiff. These items show that the plaintiff at various times charged the defendant with interest in the sum of P10,665.29. This amount should be deducted from the amount claimed by the plaintiff. Deducting this amount (P10,665.29) from the amount claimed by the plaintiff (P28,819.53) leaves a balance of P18,154.24, the amount which the defendant owes the plaintiff.

It is the judgment of this court, after considering all the evidence adduced during the trial of the cause, that the decision of the lower court be affirmed, and that a judgment be rendered for the sum of P18,154.-4 in favor of the plaintiff and against the defendant, with interest at the rate of 6 per cent from the 11th day of February, 1905, and costs. So ordered.

Arellano, C.J., Torres, Mapa, Willard, and Tracey, JJ., concur.
Carson, J., did not sit in this case.

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.