

MARTIN ALCORESA, PLAINTIFF AND APPELLANT, VS. JOSEPH S. JOHNSTON, DEFENDANT AND APPELLEE.

G. R. No. 45069. September 30, 1937

Ponente: DIAZ, J.

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DIAZ, J.:

The question to be determined in this case is whether or not the plaintiff is entitled to any compensation under the provisions of Act No. 3428, as amended by Act No. 3812 and if so, up to what amount.

The pertinent facts of the case are briefly as follows:

The plaintiff, as employee of the defendant, suffered an accident while performing the work which, among others, had been assigned to him, on January 22, 1934, in the barrio of Baliwasan, municipality and Province of Zamboanga, Philippines. As a result of the accident, he suffered a dislocation in his left shoulder, which is now permanent thereby preventing him from working as he used to before the accident. The wages he was then earning averaged P4.80 a week. Notwithstanding the fact that the plaintiff stopped working for 19 weeks from the date of the accident, the defendant continued to pay him his weekly wages during the said period, all such payments made by him having amounted to P89.80. After the nineteenth week, the defendant, seeing that the plaintiff no longer worked, refused to pay him his usual wages or any other sum, except that of P100 paid by him to said plaintiff on May 31, 1934, after having obtained from the latter the document appearing in the record as Exhibit C, containing the following statements attributed to said plaintiff, to wit:

"That on or about January 22, 1934, while I was working under Mr. Jos. S. Johnston, I met with a personal accident, as a result of which I was run over by a railway car loaded with barks.

"That I am fully convinced that by reason of said accident, I am not entitled to collect anything from my employer Mr. Jos. S. Johnston, in accordance with the Compensation Act.

"That while I was injured and have suffered a personal disability as a result of said accident, my present physical condition is due to my failure to submit to medical treatment, in spite of having been advised to do so by said Mr. Jos. S. Johnston who, at the time of the accident, offered to defray the expenses for the medical treatment.

"That had I followed the advice and accepted the offer of Mr. Jos. S. Johnston, I am sure the illness and disability from which I am now suffering would have been duly cured and I would have fully recovered.

"That I make this statement freely and voluntarily, without any pressure on the part of Mr. Jos. S. Johnston."

This document Exhibit C was subscribed by the plaintiff at the instance of Attorney Sydney S. Schwarzkopf, who then represented and until now represents the defendant, before notary public Eduardo D. Enriquez, in the municipality and Province of Zamboanga. The plaintiff, upon being informed that he was entitled to a bigger compensation, asked the defendant to pay him more. Inasmuch as said defendant refused to pay him another sum, he brought this action to demand payment of P691.20 and P25, plus interest and the costs.

The lower court decided the case by absolving the defendant from the complaint, with the costs to the plaintiff. The plaintiff appealed from said judgment, assigning the following alleged errors as committed by the lower court, to wit:

"1. In holding that the plaintiff, by his failure to present his claim for compensation within two months from the date of the accident, in accordance with section 24 of Act No. 3428, as amended by Act No. 3812, has lost his right to claim compensation.

"2. In holding that the plaintiff waived his right to compensation in accepting from the defendant his wages corresponding to the 19 weeks following the date of the accident.

"3. In holding that the plaintiff waived his right to compensation in accepting from the defendant the payment of the additional sum of P100 on May 31, 1934, and finally,

"4. In holding that the sums paid him as wages for the 19 weeks following the date of the accident had not been credited to the defendant."

I. Section 24 of Act No. 3428, as amended by Act No. 8812, invoked by the defendant in support of the appealed decision, does not require the filing of any claim for compensation within two or three months if the employer, as the herein defendant was with respect to the plaintiff, having knowledge of the injury for which the compensation is sought, makes, the compensation payments voluntarily. In the case under consideration, the defendant had knowledge of the accident suffered by the plaintiff and also of the fact that, by reason of the injury received by him, said plaintiff could not render him any service. In spite thereof, the defendant voluntarily paid the plaintiff and permitted him to be paid his weekly wages during the 19 weeks following the date of the accident.

II. The fact that the plaintiff had been receiving his wages, which by the way were merely at the rate of P4.80 a week, for 19 weeks, without having rendered any service to the defendant, does not mean that he waived the compensation to which he is entitled under Act No. 3428. His injury resulted in a permanent partial disability, as this phrase is defined in section 17 of the above-cited Act, and the same entitles him, by virtue of said Act, to a compensation equivalent to fifty per centum (50%) of his average weekly wages above-stated, multiplied by 208 weeks, which in round numbers represents the sum of P499.20, computed on the basis of P2.40 a week.

III. The fact that the plaintiff, on May 31, 1934, received from the defendant the sum of P100, believed by the plaintiff to be a part of the indemnity or compensation to which he was entitled, and to settle the question once and for all, according to the defendant, does not prevent the plaintiff from collecting the compensation to which he is entitled under the law, because the above-stated sum, together with that of P89.80 representing the amount of the weekly payments he had been receiving for 19 consecutive weeks, is far from, compensating that of P499.20 which, as already stated, he is entitled to collect by way of compensation. Agreements of the nature of the one that gave rise to the execution of Exhibit C which may be paraphrased, as follows: "I pay you P100 now, so that you will not insist further in your claim", are prohibited by section 7 of the above-stated Act which authorizes only agreements made in accordance with the express provisions of section 29 thereof. Said section provides that an agreement on compensation, in order to be valid, must be in the form of a public instrument acknowledged before a justice of the peace and attested by two witnesses, one of whom must necessarily be the municipal treasurer or the person acting in his stead; or in the City of Manila before a duly authorized notary public, attested likewise by two witnesses, one of whom must also necessarily be the Director of the Bureau of Labor or his representative. Nothing of the kind was done. If the plaintiff subscribed the document under consideration, it was through error. He then believed that he was not entitled to any compensation because he had been made to believe so. Being ignorant and illiterate, so much so that it was necessary to interpret to him the contents of said document, he believed everything, and it appears that he was riot assisted by counsel or by a

representative of the Bureau of Labor. The purpose of the Workmen's Compensation Act and the spirit underlying it is to afford protection to the workman without injustice to the employer. This purpose can not be frustrated by an agreement as the one which gave rise to the execution of Exhibit C. Let the question be compromised with the workman claiming compensation, if it is so desired, but it must be done in accordance with the provisions of the law and with all the cards on the table.

IV. It being a fact that the defendant has paid the plaintiff the sums of P89.80 and P100, although the latter rendered no service, the defendant undoubtedly is entitled to be credited said two sums, minus that of P25 which, according to the evidence, represents the expenses incurred by the plaintiff in curing his injury caused by the accident in question. To maintain the opposite view would be an injustice.

It is inferred from all the foregoing that the defense of the defendant that the plaintiff's claim is untenable on the ground that it was not filed within two months after the date of his injury and that, after all, the plaintiff voluntarily compromised the case with him upon accepting the sum of P100, is without merit.

Wherefore, the appealed judgment is reversed, and the defendant is ordered to pay to the plaintiff the sum of three hundred thirty-four pesos and forty centavos (P334.40) with the legal interest thereon from the date of the filing of the complaint, and also the costs of both instances. So Ordered.

Avancena, C. J.,. Villa-Real, Abad Santos, Imperial, Laurel, and Conception, JJ., concur.

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