

JOSE GARCIA RON, PLAINTIFF AND APPELLEE, VS. LA COMPAÑIA DE MINAS DE BATAN, DEFENDANT AND APPELLANT.*G.R. No. 4597. November 23, 1908*

Ponente: CARSON, J.

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This was an action brought by the plaintiff to recover from the defendant the sum of 9,558 1/3 Spanish pesetas for services rendered. The trial judge found, and the evidence of record fully sustains his finding, that the plaintiff was employed as foreman or capataz by one Genaro Ansuategui, the local manager of certain mines of the defendant company, situated on the Island of Batan; and that this employment continued from November 1, 1903, until August 4, 1904. The trial judge found further that, while the plaintiff failed to establish satisfactorily his claim that the salary promised him by the company's manager was 1,000 pesetas per month, nevertheless, he is entitled to reasonable compensation for the services rendered which were fixed at P5 per day, or P150 per month, the record disclosing that the plaintiff had worked for the defendant company as foreman or capataz and received compensation at that rate a short time prior to his employment under his contract with Ansuategui.

The defendant company alleged that it had never received such services of the plaintiff and denied the fact of the employment, but, as we have said, the evidence of record affirmatively establishes the finding of the trial judge that the services were rendered, and that they were rendered under a contract of employment between the plaintiff and one Ansuategui, the local manager of the defendant company; the only evidence introduced by the defendant in this connection being the testimony of the general manager of the company, who lived in Manila, to the effect that it does not appear from the books of the company that the plaintiff was employed by the defendant, or that any record of the employment was forwarded to the central office in Manila.

Counsel for the defendant company insists, however, that, granting that the plaintiff did in fact work in the mines of the defendant company and was employed by its local manager, nevertheless, defendant is not indebted to the plaintiff for these services, because the local manager at the mines was not authorized to enter into the alleged contract of employment, such authority not having been granted to him under his letter of instructions, a copy of which appears in the record.

It is not necessary for us to discuss the question of the liability of the defendant company to the plaintiff for the value of the services rendered, if it in fact appeared that the manager at the mines was not expressly authorized to employ the plaintiff and to contract for his services, because we are of opinion that the authority to contract for the employment of the plaintiff was clearly conferred upon Ansuategui by the terms of this letter of instructions.

These instructions, which were introduced into the record, were dated Manila, May 23, 1903, and among other provisions contain the following:

"Es tambien derroche los sueldos que dicen pagan k los faginantes y el exceso de gente para poco trabajo; debe tenerse la gente necesaria y pagar lo razonable, y al que no le convenga que se marche. Deben hacer por contrata el corte de trozos y maderas de todas clases, y k sueldo la gente que se emplea para hacer los

barracones y otros trabajos que su criterio le dicte, pero no permitiendo por ningun concepto que abusen.

"(The salaries which it is said are paid to the faginantes and the excess of employees for little work is also a waste. The necessary employees should be kept and paid reasonably, and he who is not needed [satisfied], let him go. The cutting of logs and wood of all kinds ought to be done by contract, and the persons employed in digging the barracones and other work at wages which your good judgment may dictate, but on no account permitting abuses.)"

And at the conclusion of the letter of instructions, we find the following:

"Lo que aqui no va anotado, esperamos lo subsane Vd. con su buen criterio, y le recomendamos por ultimo nos tenga al corriente de todo.

"(We trust you to correct and supply (subsanan) anything which is not noted herein, in accordance with your good judgment, and finally we urgently request that you keep us informed of everything.)"

Other provisions of the letter of instructions expressly authorized Ansuategui, as the local manager of the defendant company at the mines, to discharge employees who did not prove satisfactory, and leave no room for doubt that he was duly authorized to represent the company at the mines so far as this was necessary for their proper local management.

Taking into consideration the fact that the mines of the defendant company are located upon an island some two days' distance by steamer from the office of the company at Manila, that the only communication therewith was by mail a few times per month, and that in the very nature of the enterprise, it was necessary, in order that the local manager might successfully perform his duties, to confer upon him wide scope in the employment and discharge of labor, we think that there can be no doubt that Genaro Ansuategui was fully and expressly authorized by the terms of this letter of instructions to enter into the alleged contract of employment with the plaintiff on behalf of the defendant company; and the evidence of record establishing the fact that he did do so, and that the plaintiff worked for the company for the period set out in the findings of the trial court, we are of opinion that the trial court properly rendered judgment in favor of the plaintiff and against the defendant for the value of the services rendered.

The plaintiff not having appealed from the judgment of the trial court denying him the alleged contract value of the services rendered, and the evidence of record fully sustaining the findings as to the reasonable value of these services, the judgment of the trial court should be and is hereby affirmed, with the costs of this instance against the defendant. So ordered.

Arellano, C. J., Torres, Mapa, Willard, and Tracey, JJ., concur.

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