

**RAFAEL O. RAMOS, ADMINISTRATOR OF THE INTESTATE ESTATE  
OF THE SPOUSES JOSE RAMOS SILVA AND MARGARITA TANATE,  
PLAINTIFF AND APPELLEE, VS. TOMAS LEDESMA, DEFENDANT AND  
APPELLANT.**

*G.R. No. 4717. February 01, 1909*

Ponente: TORRES, J.

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**TORRES, J.:**

Subject to the issue of a separate statement of the principles upon which this court has confirmed the judgment appealed from, whereby the defendant is sentenced to pay the sum of P2,450.09, with legal interest thereon from the 26th of July, 1907, the same is hereby affirmed, with costs against the appellant. So ordered.

Arellano, C. J., Mapa, Johnson, Carson, Willard, and Tracey, JJ., concur.

**BASIS OF THE DECISION.**

**FEBRUARY 17, 1909.**

**TORRES, J.:**

On the 25th of July, 1907, counsel representing Rafael O, Ramos, administrator of the intestate estate of Jose Ramos Silva and his wife Margarita Tanate, deceased, filed a written complaint against Tomas Ledesma, a resident of Cabancalan, of the town of Hog, Occidental Negros, claiming payment of the sum of P2,450.09 and legal interest thereon from the said date, which sum, according to a private document dated May 13, 1902, he owed the late Jose Ramos, and was due and payable on March 15, 1903; that the debtor, in order to guarantee payment, mortgaged to the creditor certain lands owned by him situated in a place called Calasa, in the barrio, of Cabancalan, the area of which appears in title No. 6750, recorded at the Inspeccion General de Montes, and entered in the registry of property of the said province under No. 144, letter A; and that, notwithstanding the demands made by the creditor, the defendant debtor had not satisfied debt, for which reason he prayed that judgment be rendered against the same, sentencing him to pay the aforesaid sum with legal interest thereon and costs, together with any other just and equitable remedy.

The defendant appeared by his counsel and answered the complaint, denying each and everyone of the paragraphs of the same, but three months after filing, another attorney amended the answer by a writing dated November 26, 1907, setting forth: That he denied each and everyone of the allegations contained in the aforesaid complaint with the exception of those which he admits as true in his amended answer, and which are as follows: That the defendant owed the late Jose Ramos a certain sum of money, apparently the same as that claimed in the complaint, for which he gave his promissory note; that this note appears to be the one referred to in the second paragraph of the complaint; that after the execution of the promissory note, that is to say, on the 1st of May, 1905, the defendant paid the plaintiff the sum of P1,701.69 on account of his indebtedness, and that the defendant has

not refused, nor does he now refuse to pay the actual amount that he owes, and therefore, he prayed the court below to hold that the plaintiff is not entitled to recover the total value of the said promissory note, that by reason of said last payment, the said document was renewed by novation and that the defendant be finally absolved from payment of the excess that appears from the complaint, with the costs against the plaintiff.

As the defendant did not appear at the trial, the court below entered judgment by default on the 23d of January, 1908, and sentenced the defendant to pay the amount claimed with the legal interest thereon from the 26th of July, 1907, and costs.

On the 24th of said month, counsel for the defendant requested the court, in view of the facts alleged in his petition, to vacate the judgment in default entered against the defendant, and grant him an opportunity to produce evidence and to contest the complaint; on the 25th of the same month the court below set aside the previous judgment entered in default, and ordered the trial to be continued.

At the trial, evidence was adduced by both parties, and the documents exhibited by them were made of record; on February 11, 1908, the court below, sustaining its previous decision of January 23, sentenced the defendant to pay the plaintiff the sum of P2,450.09, and legal interest thereon from July 26, 1907, and costs. The defendant excepted to this judgment and moved for a new trial on the ground that the judgment was contrary to the evidence adduced at the trial and to the law; his motion was overruled, to which the petitioner excepted, and presented the corresponding bill of exceptions which was approved and submitted to this court.

As the plaintiff claims payment of the sum of P2,450.09, set out in the promissory note offered by him in evidence at the trial as Exhibit 1, the real point to be determined in this case, as the defendant says in his brief, is whether or not he has paid, on account of his debt, the sum of P1,701.69, as he alleged in his answer.

From the documents offered in evidence by both parties and from the affidavit of the defendant, Tomas Ledesma, it is inferred that between the years 1894 and 1902, the latter contracted various debts, firstly with Jose Ramos Silva, now deceased, and afterwards with his brother, Martin Ramos, administrator of the estate of the deceased creditor; and though some of said debts have been duly paid, as proven by the documents returned by the creditor or by the administrator of the estate to the defendant debtor, who produced them at the trial, it does not appear, however, that the debt of P2,450.09 set out in the promissory note No. 1, presented by the plaintiff, has been paid either in part or in whole by the defendant debtor.

The latter alleges that he paid the plaintiff, on account of the debt appearing in said promissory note No. 1, the sum of P1,701.69, and to prove his assertion he submitted, together with other documents, those lettered A and D. The latter document is literally as follows :

"For the sum of \$1,701.69.-I hereby promise to pay Señor Martin Ramos, as administrator of the estate of his deceased brother Señor Jose Ramos, on the 15th day of March, 1901, the sum of one thousand seven hundred and one and sixty-nine cents (\$1,701.69), and to secure the payment of this sum I hereby mortgage certain lands owned by me situated in the sitio of 'Calasa' with an area of 41 hectares, 74 ares and 78 centares within the limits of this town, according to the title No. 6750 registered at the Inspeccion General de Montes No. 1591, recorded in the registry of property under No. 144, letter A, which land is free from all encumbrances. And in witness thereof I sign these presents in Cabancalan on the 29th day of June, 1900. (Signed) Tomas Ledesma."

The document lettered A and cited above, reads:

"I have received from Sr. Tomas Ledesma, resident of Cabancalan, the sum of one thousand seven hundred pesos sixty-nine cents, in paper money of the Banco Español Filipino and gold and silver Conant money, which sum be pays in settlement of his debt to my deceased brother D. Jose Ramos under guaranty of his land

situated in the sitio of Calasa within the limits of the town of Cabancalan according to a private document which I this day return to the interested party, with the exception of his titulo real and the promissory note for two thousand four hundred and fifty-nine pesos and sixty-nine cents, which are in the hands of Sr. Timoteo Gayco, son-in-law of the said deceased. In witness whereof and for the security of the interested party I issue the present in Jimamaylan on this the first day of May, nineteen hundred and five. (Signed) M. Ramos."

A simple perusal of this last document demonstrates in an unquestionable manner that Martin Ramos, administrator of the estate of Jose Ramos and wife, upon receiving from the debtor Tomas Ledesma the sum of P1,701.69, gave him the foregoing receipt marked A, and in addition thereto returned the document or promissory note marked D in which the debt paid by the defendant is set out.

In the aforesaid Exhibit A it does not appear that the sum of P1,701.69, paid in by the debtor Ledesma was received by Martin Ramos in part payment of a larger sum, separate and distinct from that evidenced by the promissory note D; this note was returned to him on the spot because the debt which it represented was thereby paid; therefore, judging from the essential part of the contents of the said Exhibit A, the amount therein stated as received was in payment of the debt contained in the promissory note D; not as part payment of a larger sum contained in the other promissory note, No. 1, the collection of which is the object of this litigation.

The rest of the statements of Martin Ramos, who made out the receipt, that the titulo real and the larger promissory note were not returned, is no proof that the payment of the debt set out in the promissory note D was made on account of the promissory note No. 1, which calls for another separate debt of P2,450.09. It is only by the tergiversation of the natural sense and meaning of each one of the three documents mentioned that it could be held that the said P1,701.69 were paid and received on account of the debt claimed.

It is incontestable that the amount expressed in the promissory note marked D, dated June 29, 1900, and that contained in note No. 1 of May 13, 1902, are two distinct debts, and even though Ledesma avers that he mortgaged his land, situated in a place called "Calasa," as security for both, the circumstance that one piece of property was given as security for the payment of both debts does not prove that the latter constituted one sole obligation, nor that the payment of the smaller amount should be understood to be in part payment of the larger. This would be absurd, it being proven that prior to May 1, 1905, the defendant Ledesma was indebted to the estate of Jose Ramos and wife for two sums which had not been settled, so that the payment of the amount stated in promissory note D can in no manner be considered to have been made in part payment of note No. 1.

The fact that said document was in the hands of the creditor at the time when the complaint was filed proves that the amount therein stated had not yet been satisfied, since it can only be assumed that an obligation has been paid when the evidence of its existence has been returned to the debtor. (Art. 334, No. 8, Code of Civil Procedure.)

It is true that the defendant avers that he made a partial payment on account of the debt claimed herein, and it might be said that for this reason the promissory note No. 1 was not returned to the debtor; but it is none the less true that the receipt marked A given by the administrator, Martin Ramos, sets out the payment of P1,701.69 by the debtor, Ledesma, which sum he owed the late Jose Ramos according to the document or promissory note marked D; that note was at once returned to him, and it contained no statement or indication that such payment was on account of the P2,450.09 to which promissory note No. 1 refers, and furthermore there is no proof of such circumstance in the record, or that the debt evidenced by the aforesaid promissory note D was included in the other note, marked No. 1, and which evidences a different debt and for which action is brought for lack of payment.

Article 1156 of the Civil Code says that obligations are extinguished by their payment or fulfillment; a debt shall only be considered as paid when the full amount of the thing has been delivered, or the prestation of which the

obligation consisted has been made. (Art. 1157.)

The supreme court of Spain, taking into consideration the precept of article 1162 of said code in its decision of February 9, 1898, established the following rule:

"When the debt for which action is brought arises from obligations other than those appearing as paid in the receipt by which it is intended to prove payment, a judgment finding that said debt is paid is in violation of the said article 1162."

In view of the above-quoted legal precepts and the doctrine laid down in the said judgment in harmony therewith, the payment proven by the receipt marked A, for the sum due on the promissory note marked D, can not be considered as part payment of the sum claimed by the plaintiff under the promissory note No. 1, for the reason that they constitute two different debts, arising from different obligations of the defendant.

For the foregoing considerations and those set forth in the judgment appealed from, so far as they agree with this decision, the said judgment is hereby affirmed with costs.

Arellano, C. J., Mapa, Johnson, Carson, and Willard, JJ., concur.

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