

FRANCISCO IMPERIAL, PLAINTIFF AND APPELLANT, VS. JOSE ALEJANDRE, DEFENDANT AND APPELLEE.*G.R. No. 4837. September 22, 1909*

Ponente: TORRES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-4837/>**TORRES, J.:**

On the 18th of October, 1907, Francisco Imperial, a physician residing in Virac, Catanduanes, Albay, filed a complaint against Jose Alejandro alleging that on the 11th of July, 1906, the defendant, in Bato, owed him the sum of P2,861.75, for professional services rendered by the plaintiff in his capacity as physician prior to said date, being work performed for and in connection with the person and business of the defendant, upon his request and for his benefit, and in view of which said defendant agreed to pay him the above sum whenever demand should be made. The debtor, however, failing to fulfill his promises has not paid the plaintiff the said sum, nor any part thereof, notwithstanding the fact that he has been repeatedly requested to do so, but on the contrary, has utterly refused, to the prejudice of the plaintiff, to pay the debt together with interest thereon at the rate of 6 per cent per annum from the aforesaid 11th day of July, 1906. Therefore, the plaintiff prayed the lower court to enter judgment in his favor and against the defendant sentencing him to pay P3,026.001/8 for capital and interest already due, plus interest from the date of the complaint, and costs; the document marked "Exhibit A," and itemized account of his services, duly sworn to, as the basis of his claim, being made a part of the complaint.

The defendant, Jose Alejandro, being duly summoned, appeared by his attorneys, and on the 29th of November of the same year demurred to the complaint, alleging that the facts set forth therein did not constitute a sufficient cause for action, and that the same was ambiguous, unintelligible, and vague; but by an order of the court dated February 21, said demurrer was, upon request of the petitioner, considered withdrawn, and the defendant ordered to answer the complaint within five days as if the demurrer had been overruled.

On the 26th of February, 1908, the defendant answered the complaint and made a general and specific denial of each and all of the facts alleged therein as a cause of action, and asked the court to dismiss the complaint with costs against the plaintiff.

The case came up for trial, the evidence adduced by both parties was heard, and the documents produced by them made of record. On the 1st of April, 1908, the trial court entered judgment, sentencing the defendant to pay the plaintiff the sum of P593.75 only, without any special ruling as to costs.

On the 10th of the said month of April, the plaintiff moved for a new trial on the ground that the said judgment was contrary to law and to the weight of the evidence, which was insufficient to justify it. The motion was overruled, whereupon the plaintiff excepted on the 14th of the said month, and announced his intention to appeal to the Supreme Court by means of a bill of exceptions, which having been approved, was forwarded to the clerk of this court together with the documents offered by both parties.

The question involved in this suit is the recovery of certain professional fees by virtue of a contract for lease of services as provided for by article 1544 of the Civil Code in which connection the plaintiff, as a physician,

rendered professional services to the defendant who was sick at the time.

The contending parties agree that the plaintiff, upon request of the defendant, who was suffering from ulcers on the left knee, rendered him medical assistance and paid him 146 visits in Virac and ten in Bato during six months in order to cure him, and that no agreement had been entered into between them as to the fees that the patient was to pay the physician.

On the supposition that the defendant was obliged to pay the fees earned for the treatment of his ailment, the plaintiff, who had received the sum of P300 on account, made up and sent in the bill attached to the complaint and marked "Exhibit A" from which it appears that for 146 calls made in Virac where both the patient and the physician resided, and 10 calls made in Bato, together with the cost of seven prescriptions, the defendant owed P3,161.75; deducting therefrom the P300 received in advance, the plaintiff claimed payment of the balance, to wit, P2,861.75, which the defendant refused to pay notwithstanding the repeated requests of the plaintiff.

In deciding the litigation the lower court stated in its decision that the only question which it was called upon to decide was whether or not P80 for each call made in Bato, and P16 for each one made in Virac where the doctor resided, was a reasonable charge.

In view of the fact that no price was stipulated for the medical attendance rendered, the trial judge, in the discretion that, the law and the established rule grant him, and in view of the evidence, held, for the reasons stated in his decision, that the amounts above referred to were and are very excessive for the visits made in the two places mentioned, and stated that, in his opinion, P30 for each medical visit made from Virac to Bato, and P4 for each one made in Virac was a reasonable fee; therefore, the ten visits made to Bato at the rate of P30 each amount to P300, and the 146 made in Virac at P4 each amount to P584, both of which amounts, together with the P9.75, cost of the medicines, make a total of P893.75, from which the P300 paid in advance must be deducted, leaving a balance of P593.75 which the defendant was sentenced to pay to the plaintiff.

In spite of the allegations of the plaintiff appellant we find no legal reason or basis to establish the existence of the errors assigned to the judgment appealed from, which, in our opinion, is in accordance with the law and the merits of the case. In the absence of an agreed price between the physician and the patient, the latter must be compelled to pay to the former a reasonable and just remuneration, the amount of which shall be fixed by the trial judge in his decision according to the claims made and approved by the litigants and either with or without expert testimony.

Hence, in the case of a contract for hire of services such as those rendered by a physician to a sick person, where no rate has been fixed the courts shall determine an equitable one according to the uses and customs of the place. The supreme court of Spain so held when applying the provisions of said article 1544 of the Civil Code in its decision of October 18, 1899, which reads:

"A contract for the lease of work or services under the provisions of this article which is in accordance with what has already been determined in law 1, title 8 of partida 5, consists in one of the parties binding himself to execute some work, or to render a service to the other for a certain price, provided that the latter exists, as held by the supreme tribunal, not only when it has been expressly agreed upon but also when it is fixed by the custom and usage of the place in which such services are rendered."

With relation to article 1547 the said court also established [May 7, 1901] the following doctrine:

"Considering that it does not violate article 1547 of the Civil Code either, according to the terms of which the price of the lease must be agreed upon, because it is none the less agreed upon even though not stated in a numerically determined amount, if, when entering into a contract of lease for services the price is settled in connection with an event that may determine it, as occurs in the present case, wherein, as set forth above, the

remuneration was contingent upon the payment of the first pay roll by the management. The contention therefore that the fixing of the price depended solely on the will of the person about to receive the same, as erroneously alleged in the appeal, is a mistaken one, though indirectly, his activity or negligence in the performance of his duties might either favor or prejudice the pensioners, that is a matter foreign to this suit, in which it is not intended to make X responsible for the negligence attributed to him."

Thus it is now a doctrine established by the courts, that in the absence of an express agreement regarding the price of the service rendered, the fixing of said price shall not depend on the exclusive will of the party who is to receive it, and inasmuch as the disagreement or controversy is solely concerning the amount involved, it is for the courts to determine it within just and reasonable limits according to the custom of the place where the service was rendered.

In view of the foregoing it is our opinion that the judgment appealed from should be affirmed with the costs against the appellant. So ordered.

Arellano, C. J., Johnson, Carson, and Moreland, 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.