

BENITO DE LOS REYES, PLAINTIFF AND APPELLANT, VS. VERONICA ALOJADO, DEFENDANT AND APPELLEE.*G.R. No. 5671. August 24, 1910*

Ponente: TORRES, J.

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On or about January 22, 1905, Veronica Alojado received, as a loan, from Benito de los Reyes, the sum of P67.60, for the purpose of paying a debt she owed to Olimpia Zaballa. It was agreed between Alojado and Reyes that the debtor should remain as a servant in the house and in the service of her creditor, without any remuneration whatever, until she should find some one who would furnish her with the said sum wherewith to repay the loan. The defendant, Veronica Alojado, afterwards left the house of the plaintiff, on March 12, 1906, without having paid him her debt, nor did she do so at any subsequent date, notwithstanding his demands. The plaintiff, therefore, on the 15th of March, 1906, filed suit in the court of the justice of the peace of Santa Rosa, La Laguna, against Veronica Alojado to recover the said amount or, in a contrary case, to compel her to return to his service. The trial having been had, the justice of the peace, on April 14, 1906, rendered judgment whereby he sentenced the defendant to pay to the plaintiff the sum claimed and declared that, in case the debtor should be insolvent, she should be obliged to fulfill the agreement between her and the plaintiff. The costs of the trial were assessed against the defendant.

The defendant appealed from the said judgment to the Court of First Instance to which the plaintiff, after the case had been docketed by the clerk of the court, made a motion on May 4, 1906, requesting that the appeal interposed by the defendant be disallowed, with the costs of both instances against her. The grounds alleged in support of this motion were that the appeal had been filed on the sixth day following that when judgment was rendered in the trial, on April 14th, and that it, therefore, did not come within the period of the five days prescribed by section 76 of the Code of Civil Procedure, as proven by the certificate issued by the justice of the peace of Santa Rosa. The Court of First instance, however, by order of July 16, 1906, overruled the motion of the plaintiff-appellee, for the reasons therein stated, namely, that the defendant was not notified of the judgment rendered in the case on April 14th of that year until the 16th of the same month, and the appeal having been filed four days later, on the 20th, it could be seen that the five days specified by section 76 of the Code of Civil Procedure had not expired. The plaintiff was advised to reproduce his complaint within ten days, in order that due procedure might be had thereupon.

The plaintiff took exception to the aforementioned order and at the same time reproduced the complaint he had filed in the court of the justice of the peace, in which, after relating the facts herein before stated, added that the defendant, besides the sum above-mentioned, had also received from the plaintiff, under the same conditions, various small amounts between the dates of January 22, 1905, and March 10, 1906, aggregating altogether P11.97, and that they had not been repaid to him. He therefore asked that judgment be rendered sentencing the defendant to comply with the said contract and to pay to the plaintiff the sums referred to, amounting in all to P79.57, and that until this amount should have been paid, the defendant should remain gratuitously in the service

of plaintiff's household, and that she should pay the costs of the trial.

The defendant, in her written answer of August 15, 1906, to the aforesaid complaint, denied the allegations contained in paragraphs 1 and 2 of the complaint and alleged that, although she had left the plaintiff's service, it was because the latter had paid her no sum whatever for the services she had rendered in his house. The defendant likewise denied the conditions expressed in paragraph 4 of the complaint, averring that the effects purchased, to the amount of P11.97, were in the possession of the plaintiff, who refused to deliver them to her. She therefore asked that she be absolved from the complaint and that the plaintiff be sentenced to pay her damages and the wages due her for the services she had rendered. The case came to trial on October 19, 1906, and, after the production of testimony by both parties, the judge, on November 21st. of the same year, rendered judgment absolving the defendant from the complaint, with the costs against the plaintiff, and sentencing the latter to pay to the former the sum of P2.43, the balance found to exist between the defendant's debt of P79.57 and the wages due her by the plaintiff, which amounted to P82. The plaintiff, on the 6th of December, filed a written exception to the judgment aforesaid, announced his desire to forward a bill of exceptions through the regular channels, and moved for a new trial on the ground that the findings of fact set forth in the judgment were manifestly contrary to the weight of the evidence. This motion was overruled on the 17th of the same month, to which exception was taken by the appellant, who afterwards filed the proper bill of exceptions, which was approved, certified, and forwarded to the clerk of this court.

The present suit, initiated in a justice of the peace court and appealed to the Court of First Instance of La Laguna at a time prior to the enactment of Act No. 1627, which went into effect on July 1, 1907, which limited to two instances the procedure to be observed in verbal actions, concerns the collection of a certain sum received as a loan by the defendant from the plaintiff, and of the wages earned by the former for services rendered as a servant in the said plaintiff's house.

Notwithstanding the denial of the defendant, it is a fact clearly proven, as found in the judgment appealed from, that the plaintiff did deliver to Hermenegildo de los Santos the sum of P67.60 to pay a debt which the defendant owed to Olimpia Zaballa, which debt was paid by De los Santos with the knowledge and in behalf of the said defendant who, of her own free will, entered the service of the plaintiff and promised to pay him as soon as she should find the money wherewith to do so.

The duty to pay the said sum, as well as that of P11.97 delivered to the defendant in small amounts during the time that she was in the plaintiff's house, is unquestionable, inasmuch as it is a positive debt demandable of the defendant by her creditor. (Arts. 1754, 1170, Civil Code.) However, the reason alleged by the plaintiff as a basis for the loan is untenable, to wit, that the defendant was obliged to render service in his house as a servant without remuneration whatever and to remain therein so long as she had not paid her debt, inasmuch as this condition is contrary to law and morality.

Domestic services are always to be remunerated, and no agreement may subsist in law in which it is stipulated that any domestic service shall be absolutely gratuitous, unless it be admitted that slavery may be established in this country through a covenant entered into between the interested parties.

Articles 1583, 1584, and 1585 of the Civil Code prescribe rules governing the hiring of services of domestic servants, the conditions of such hire, the term during which the service may be rendered and the wages that accrue to the servant, also the duties of the latter and of the master. The first of the articles cited provides that a hiring for life by either of the contracting parties is void, and, according to the last of the three articles just mentioned, besides what is prescribed in the preceding articles with regard to masters and servants, the provisions of special laws and local ordinances shall be observed.

During the regime of the former sovereignty, the police regulations governing domestic service, of the date of September 9, 1848, were in force, in article 19 of which it is ordered that all usurious conduct toward the servants and employees of every class is prohibited, and the master who, under pretext of an advance of pay or of having paid the debts or the taxes of his servant, shall have succeeded in retaining the latter in his service at his house, shall be compelled to pay to such servant all arrears due him and any damages he may have occasioned him, and the master shall also be fined.

The aforementioned article 1585 of the Civil Code undoubtedly refers to the provisions of the regulations just cited.

When legal regulations prohibit even a usurious contract and all abuses prejudicial to subordinates and servants, in connection with their salaries and wages, it will be understood at once that the compact whereby service rendered by a domestic servant in the house of any inhabitant of this country is to be gratuitous, is in all respects reprehensible and censurable; and consequently, the contention of the plaintiff, that until the defendant shall have paid him her debt she must serve him in his house gratuitously is absolutely inadmissible.

The trial record discloses no legal reason for the rejection of the findings of fact and of law contained in the judgment appealed from, nor for an allowance of the errors attributed thereto; on the contrary, the reasons herein above stated show the propriety of the said judgment.

For the foregoing reasons, and accepting those set forth in the judgment appealed from, it is proper, in our opinion, to affirm and we hereby affirm the said judgment, with the costs against the appellant.

Arellano, C. J., Johnson, Moreland, and Trent, JJ., concur.

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