

ANGELA C. GARCIA, PLAINTIFF AND APPELLEE, VS. JOAQUIN DEL ROSARIO, DEFENDANT AND APPELLANT.*G.R. No. 7798. January 14, 1916*

Ponente: JOHNSON, J.

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This action was commenced in the Court of First Instance of the Province of Mindoro, on the 10th day of March, 1911. Its purpose was to recover damages from the defendant, as the result of a breach of promise of marriage. The complaint sets up three causes of action. For the first cause of action the plaintiff alleges that upon the 30th day of June, 1910, the plaintiff and defendant entered into a mutual agreement to join in holy matrimony; that since that date the defendant has refused, although often so requested, to carry out said mutual contract, without any legal reason whatever, as a result of which the plaintiff has suffered damages in the sum of P5,000.

As a second cause of action the plaintiff alleged that by reason of said promise to marry and after said contract had been mutually entered into, the defendant had had illicit relations with her, to which illicit relations she consented; by reason of his promise to marry; that as a result of said illicit relations, she had become pregnant; and prayed that the court should award her damages in the sum of P25, to be paid monthly, for the maintenance and education of the child, together with the sum of P50, as medical fees.

For a third cause of action, the plaintiff alleged that at the time of said mutual promise to marry, the plaintiff was employed as a teacher in the public school of the municipality of Calapan, and was receiving as such teacher, the sum of P30 per month; that by reason of the acts of the defendant and by reason of his failure to comply with his promise to marry and by reason of her pregnancy, caused by the defendant as above described, she was obliged to give up her position as such teacher, and prayed for damages in the sum of P30, to be paid monthly, or the sum total of P2,000.

To the foregoing complaint the defendant presented a demurrer, which was overruled by the court, whereupon the defendant presented an answer, in which he interposed a general and special defense. The general defense was a general denial. In his special defense he alleged that on said 30th day of June, 1910, the day on which said contract to marry was mutually entered into, the plaintiff was 25 years 8 months and 28 days of age, and prayed that he be absolved from all liability under the complaint. At the beginning of the trial, the plaintiff waived her right to recover any damages from the defendant based upon the first and second causes of action.

After hearing the evidence, the Honorable Mariano Cui, judge, reached the conclusion that the defendant had damaged the plaintiff in the sum of P540, and rendered a judgment for that amount, together with costs. From that judgment the defendant appealed to this court and made the following assignments of error:

"1. That the lower court committed an error in over-ruling the demurrer presented.

"2. That the lower court committed an error in finding that, by reason of the fact that the defendant had not complied with his promise to marry the plaintiff, she had been prejudiced in her employment."

Inasmuch as the plaintiff withdrew her first and second causes of action, the demurrer can now relate only to the third. From a reading of the complaint, in the third cause of action, we are of the opinion that the facts contained therein are sufficient, if true, to constitute a cause of action for damages.

With reference to the second assignment of error, we find upon an examination of the facts, that the judge of the lower court, the Honorable Mariano Cui, has so carefully and exactly stated the facts, resulting from a preponderance of the evidence, that we here insert the same:

"It is an indisputable fact in this case that the defendant, while still a bachelor, for he married after the filing of the complaint, made love to the plaintiff, with whom he succeeded in having amorous relations. His attentions commenced in March, 1910, which was when defendant began to frequent the house of plaintiff, who was then over twenty-five years of age, and they were finally accepted by her about the beginning of June of said year, from which month amorous relations were maintained between them. According to plaintiff's statement, she accepted defendant's attentions because he finally promised to marry her. This point is confirmed by plaintiff's father, Leonardo Cruz Garcia, in his statement that at the beginning of June as stated above, when he noticed that defendant was frequenting his house, where plaintiff lived and still lives, he asked him the reason therefor and defendant replied that he wished to marry plaintiff. Although defendant in his testimony denies that he made such promises of marriage, still his own letters, addressed to plaintiff, which are Exhibits A, B, C, and D, contradict him and at the same time corroborate plaintiff's testimony, especially the first of said exhibits, which bears the date of October 6, 1910, wherein defendant made protest of the sincerity of his promise of marriage, so that plaintiff would not doubt him.

"It is also another indisputable fact that the plaintiff, when she contracted amorous relations with the defendant, was a temporary Insular teacher in the public school of the town of Calapan, Mindoro, and as such teacher received a monthly salary of P30, and that she ceased to be such by resigning on November 26, 1910. With reference to this resignation, plaintiff testified that from September, 1910, defendant had been urging her to resign her position as teacher, telling her that he was unwilling for her to continue as such; and, moreover, that plaintiff insisted that he marry her, because she was then ashamed to walk through the streets on account of her pregnant condition, which was already apparent, and she had trouble in tightening up her belt to hide that condition; and that finally plaintiff, confiding in the sincerity of defendant's promise of marriage, acceded to his suggestions and resigned from her employment as teacher. Defendant tried to deny this, alleging that plaintiff resigned from her employment as teacher because her pregnant condition at that time prevented her from continuing in said employment, such being the real reason for her resignation; but in view of the intimate amorous relations that existed between them, as evidenced by the letters above mentioned, one of which, Exhibit B, is dated January 8, 1911, plaintiff's testimony is more deserving of credence. According to plaintiff, she might have been able to continue in her employment as a teacher until her superior officers should dismiss her, despite her pregnant condition, and from that time on she has been unable to secure other employment, being at the present time supported by her father and the little she earns.

"The conclusion, therefore, is that the defendant, in not carrying out the promise of marriage he made to the plaintiff, caused her damages in her employment as teacher, whereby she received a salary of P30 a month, by making her resign therefrom, as she did. On account of this action of the defendant, indemnity for damages can be recovered from him, for through his fault in failing to carry out his promise of marriage plaintiff lost her position as teacher. (Article 1902, Civil Code.) In order equitably to adjust said indemnity, in the opinion of the court, it is necessary to take into account, not only the monthly salaries defendant receives, and which are P50 as an employee of the provincial treasury of Mindoro and P15 as clerk to the parish priest of Calapan, but also a reasonable time within which plaintiff may get another position as teacher, and for which a year and a half from the date when she resigned from her employment as teacher are sufficient; and on this basis plaintiff is sufficiently indemnified by the sum of P540, equivalent to her salary for a year and a half in her former employment as teacher.

"In view of the foregoing, the court believes it proper to render judgment in plaintiff's favor and against the defendant to the effect that she recover from him the sum of P540 in the nature of an indemnity for the damages caused by the loss of her position as teacher, and also the costs of the suit."

In our opinion, the lower court committed neither of the errors complained of by the appellant. His judgment is therefore hereby affirmed, with costs. So ordered.

Arellano, C. J., Torres, Carson, Trent, and Araullo, JJ., concur.

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