

**PEDRO MARTINEZ, PLAINTIFF AND APPELLEE, VS. ANTONINO RAMOS, IN HIS OWN BEHALF AND AS ADMINISTRATOR OF THE ESTATE OF HIS FATHER JULIAN RAMOS, DEFENDANT AND APPELLANT AND ALEJANDR...**

*G.R. No. 9417. December 04, 1914*

Ponente: ARELLANO, C.J.

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**ARELLANO, C.J.:**

On May 2, 1900, Antonino Ramos signed an obligation to the following effect in favor of Pedro Martinez:

"I hereby declare to be a fact that by order of my father, Julian Ramos, I have received from Pedro Martinez one thousand nine hundred pesos (\$1,900) as a loan without interest, which I will return within three years, and I sign .—Manila, May 2, 1900.—(Sgd.) Antonino Ramos."

Antonino Ramos was appointed judicial administrator of the estate of his deceased father, Julian Ramos, and against him as such, and personally, in that special proceeding, Pedro Martinez filed suit for the fulfillment of that obligation, for Antonino Ramos alleged that by order of his father he had contracted it, and that subsequently he had transferred to some of his coheirs the business started with that money.

But the committee of appraisal of the estate, in its report rendered on February 9, 1912 decided that this was not a debt against the estate, but against the heirs who had acknowledged it when presented to them. On March 7 of the same year Antonino Ramos appealed from the decision of the committee; suit was instituted in the Court of First Instance of Batangas and carried forward to judgment whereby he was sentenced to pay to the plaintiff the sum of 1,450 pesos Mexican currency, reduced to its equivalent in conant at the rate of 30 per cent, the final rate fixed for the official exchange of the former money with the latter, with legal interest from the filing of the complaint until total payment, and the costs, the estate of the deceased Julian Ramos being absolved from the complaint. A sum paid on account was deducted in the judgment from the total of the obligation.

Antonino Ramos appealed from this judgment and alleges here as the sole assignment of error the fact that the trial court regarded .the obligation in question as a personal one of the appellant's, attempting to base it on acts that occurred apparently, subsequent to the loan, whereby the borrower transferred to his parents the business in which had been invested the money received as an accommodation or loan from the lender, and on the fact that all or some of his coheirs had acknowledged such sum as a debt of the testamentary administration of said parents of Antonino Ramos and coheirs. But such assignment of error cannot be sustained.

"One who receives as a loan money or other fungible thing, acquires ownership thereof and is bound to return to his creditor an equal amount of the same kind and quality." (Civil Code, art. 1753.)

In the instrument of obligation Antonino Ramos says:

"I have received front Pedro Martinez one thousand nine hundred pesos as a loan without interest, which will return within three years, and I sign."

The contract consists in that Antonino, and nobody else, will return to Pedro Martinez in the time stipulated the 1,900 pesos; and the allegations set up are of no avail against the wording of the contents of the instrument.

"Obligations arising from contracts have legal force between the contracting parties and must be fulfilled in accordance with their stipulations." (Civil Code, art.1091.)

Contracts that may have been made subsequent to the one under consideration, either between Antonino Ramos and his parents or between himself and his coheirs, wherein the lender Pedro Martinez has not intervened, cannot be alleged against the plaintiff Pedro Martinez, on the principle that the force of the law of contracts cannot be extended to parties who do not intervene therein.

The judgment appealed from is affirmed, with the costs against the appellant.

Torres, Johnson, Carson, Moreland, Trent, and Araullo, JJ., concur.

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