

LEONIDES LOPEZ LISO, PLAINTIFF AND APPELLEE, VS. MANUEL TAMBUNTING, DEFENDANT AND APPELLANT.

G.R. No. 9806. January 19, 1916

Ponente: ARAULLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-9806/>

ARAULLO, J.:

These proceedings were brought to recover from the defendant the sum of P2,000, amount of the fees, which, according to the complaint, are owing for professional medical services rendered by the plaintiff to a daughter of the defendant from March 10 to July 15, 1913, which fees the defendant refused to pay, notwithstanding the demands therefor made upon him by the plaintiff.

The defendant denied the allegations of the complaint, and furthermore alleged that the obligation which the plaintiff endeavored to compel him to fulfill was already extinguished.

The Court of First Instance of Manila, after hearing the evidence introduced by both parties, rendered judgment on December 17, 1913, ordering the defendant to pay to the plaintiff the sum of P700, without express finding as to costs. The defendant, after entering a motion for a new trial, which was denied, appealed from said judgment and forwarded to this court the proper bill of exceptions.

The first question raised by this appeal relates to the amount or value of the fees which the defendant was ordered to pay.

In the judgment appealed from, the medical services rendered by the plaintiff to the defendant's daughter are given in detail, in accordance with the statement Exhibit A, presented by the plaintiff. The latter claimed the sum of P2,000 as the reasonable value of his services. The court, after discussing the matter of the service rendered and after taking into account that the plaintiff, as soon as he had finished rendering them, asked for compensation in the sum of P700 only, and furthermore, holding that it was in no wise proven that, because said amount was not paid the plaintiff was entitled to recover from the defendant, by means of these proceedings, the sum of P2,000, held that the reasonable value of said services could only be worth said P700. We agree with this finding of the trial court.

The second question raised by this appeal involves the question of whether the defendant has really paid the plaintiff, as he claims to have done, the sum of P700 before mentioned, that is, whether the obligation alleged in the complaint has already been extinguished.

The receipt signed by the plaintiff, for P700, the amount of his fees he endeavored to collect from the defendant after he had finished rendering the services in question (which receipt was presented by the defendant at the trial as Exhibit 1) was in the latter's possession, and this fact was alleged by him as proof that he had already paid said fees to the plaintiff.

With respect to this point, and as the trial court very correctly said in the judgment appealed from, the testimony given by both the plaintiff and the defendant, as well as by their respective witnesses, is entirely contradictory.

The court, after hearing the testimony, reached the conclusion that, notwithstanding that the defendant was in possession of the receipt, the said P700 had not been paid to the plaintiff.

After a careful examination of the evidence we find no reason whatever for changing or modifying this finding of the court below. The trial judge had the plaintiff and the defendant and their witnesses before him, he heard them make their respective statement and was in a position to know which of them was telling the truth and to determine on which side the preponderance of the evidence lay.

It is true that number 8 of section 334 of the Code of Civil Procedure provides as a legal presumption "that an obligation delivered up to the debtor has been paid." Article 1188 of the Civil Code also provides that the voluntary surrender by a creditor to his debtor, of a private instrument proving a credit, implies the renunciation of the right of action against the debtor; and article 1189 prescribes that whenever the private instrument which evidences the debt is in the possession of the debtor, it will be presumed that the creditor delivered it of his own free will, unless the contrary is proven.

But the legal presumption established by the foregoing provisions of law cannot stand if sufficient proof is adduced against it. In the case at bar the trial court correctly held that there was sufficient evidence to the contrary, in view of the preponderance thereof in favor of the plaintiff and of the circumstances connected with the defendant's possession of said receipt Exhibit 1. Furthermore, in order that such a presumption may be taken into account, it is necessary, as stated in the laws cited, that the evidence of the obligation be delivered up to the debtor and that the delivery of the instrument proving the credit be made voluntarily by the creditor to the debtor. In the present case, it cannot be said that these circumstances concurred, inasmuch as when the plaintiff sent the receipt to the defendant for the purpose of collecting his fee, it was not his intention that that document should remain in the possession of the defendant if the latter did not forthwith pay the amount specified therein.

By reason of the foregoing, we affirm the judgment appealed from, with the costs of this instance against the appellant. So ordered.

Arellano, C. J., Torres, Johnson, Moreland, and Trent, 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.