

43 Phil. 393

[G. R. No. 17751. May 29, 1922]

**SIULIONG & CO., INC., PLAINTIFF AND APPELLEE, VS. PEDRO YLAGAN,
DEFENDANT AND APPELLANT.**

D E C I S I O N

ROMUALDEZ, J.:

The defendant entered into a contract with Siuliong & Co., assignor of the plaintiff Siuliong & Co., Inc., by which the defendant promised to deliver 1,000 piculs of muscovado sugar of the class and at the price stipulated in the contract. Such delivery was to be made during the months of February and March, 1920.

The contract clearly fixes the time for the delivery of the sugar, and, therefore, no further demand or notice by the plaintiff on the defendant was necessary.

The plaintiff, nevertheless, made a demand on the defendant for the delivery of the sugar according to the contract, but the defendant entirely failed to do so.

The plaintiff suffered damages represented by the difference between the contract price and the amount for which the sugar would have been sold in the market during the months of February and March, 1920, which difference, according to the evidence, is P15 per picul.

The measure of damages adopted by the court below is according to law.

To allow a party to reserve certain evidence and to present additional proofs is a purely discretionary act of the court, which, in this case, cannot be overruled, because, as it appears from the proceedings, there was no abuse of discretion nor was any substantial right prejudiced.

Judgment is affirmed with costs against the appellant. So ordered.

Malcolm, Avanceña, Villamor, Ostrand, and Johns, JJ., concur.

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