

6 Phil. 670

[G.R. No. 3270. November 12, 1906]

LUISA RAMOS, PLAINTIFF AND APPELLEE, VS. CARLOS VARANDA AND SY BOCO (ALIAS BOA), DEFENDANTS AND APPELLANTS.

D E C I S I O N

JOHNSON, J.:

This was an action brought in the Court of First Instance of the city of Manila by the plaintiff to recover of the defendants the sum of P2,000, Philippine currency, alleged to be in the possession and control of the defendant Sy Bpco in trust for the plaintiff, and to recover the further sum of P800, Philippine currency, as damages for the withholding of the said first sum.

After hearing the evidence in said cause, the lower court rendered judgment in favor of the plaintiff and against the defendants for the sum of P2,000, Philippine currency, with interest at 6 per cent per annum from the 8th day of July, 1905, which was the date on which this action was begun. From this decision the defendants appealed, after having made a motion for a new trial in the lower court. The lower court, after considering the evidence in said cause, made a finding of facts which, in substance, were as follows:

(1) That the plaintiff is the mother of a minor female child by the name of Vicenta Ramos; that in the year 1904 one Eduardo Mariano was charged with the abduction of the said minor by the plaintiff, arrested, tried, and convicted of said crime and was sentenced to be imprisoned for two years and five months and to pay to the plaintiff an indemnification of P1,000, Philippine currency;

(2) That subsequent to the conviction, and before the said Eduardo Mariano had been committed to prison under said sentence, the plaintiff was requested and urged by the defendant Varanda to pardon the said Eduardo Mariano, in order that the penalty of imprisonment might be avoided;

(3) That the defendant Carlos Varanda, who had in the first instance taken an interest in the conviction of the said Mariano at the request of the plaintiff, was employed by the said Eduardo Mariano and his brother, Feliciano Mariano, to go to Oebu, P. L, and there to urge the plaintiff to grant the pardon, which request she at first refused;

(4) That thereupon she was informed through the said defendant Carlos Varanda, by letters and otherwise, that even though she did not pardon the said Mariano he might obtain a pardon from the Governor of the Philippine Islands and would not then be obliged to pay even the said indemnification;

(5) That the plaintiff, after further consideration of the matter, and after hearing the said representations on the part of said defendant, entered into negotiations with the defendant Carlos Varanda for an adjustment of the matter; that the said defendant Varanda proposed to her that she should accept the sum of P3,000, Philippine currency, in consideration of her executing the pardon and in lieu of the indemnification;

(6) That subsequently thereto the said defendant Carlos Varanda obtained from the plaintiff and her daughter, Vicenta, a pardon for the offense committed by the said Eduardo Mariano in consideration of the payment to her of the sum of P2,000, Philippine currency;

(7) That the said Eduardo Mariano, through his brother, Feliciano Mariano, deposited with the defendant Sy Boco the sum of P2,000, Philippine currency, in compliance with the agreement made by him with the said Varanda, acting for the plaintiff, which sum was to be paid when the pardon became effective and the said Eduardo Mariano was set at liberty'; that the said Sy Boco received the said sum from the said Eduardo;

(8) That subsequently, on the 22d day of December, 1904, the pardon signed by the plaintiff and her daughter, Vicenta, was presented to the Supreme Court of the Philippine Islands, accepted, and the proceedings there pending against the said Eduardo Mariano were dismissed and he was thereafter set at liberty;

(9) That the plaintiff then demanded of the said Sy Boco and the said Varanda the P2,000, Philippine currency, which she was to receive in consideration of the pardon granted by her and her daughter, which included the indemnification awarded her, and each of the defendants refused to deliver to her that sum, or any other sum; that the defendant Carlos Varanda denied having made any contract with the plaintiff to pay anything in consideration of the pardon granted;

(10) That the defendant Varanda did promise to pay to the plaintiff the sum of P2,000, Philippine currency, in consideration of her granting a pardon to the said Mariano; that the amount was paid by the brother of the said Eduardo Mariano to the defendant Sy Boco, in trust, to fulfill the contract so made between the said Varanda and the plaintiff; that the defendant Sy Boco received the said sum in trust under the foregoing agreement made by the defendant Varanda and the plaintiff; that the defendants are each justly indebted to the plaintiff under and by virtue of said agreement in the sum of P2,000, Philippine currency. Therefore, and in consideration of the foregoing facts, judgment shall be entered in favor of the plaintiff, Luisa Ramos, and against the defendants, Carlos Varanda and Sy Boco, and each of them, for the sum of P2,000, Philippine currency, together with interest thereon at the rate of 6 per cent per annum from the 8th day of July, 1905, and for the costs of the action.

An examination of the evidence presented in the lower court during the trial shows clearly a preponderance of evidence in favor of the findings of fact made by the lower court. The judgment of the lower court, therefore, is hereby affirmed, with costs. After the expiration of ten days let judgment be rendered against the defendants, Carlos Varanda and Sy Boco, for the sum of P2,000, Philippine currency, with interest from the 8th day of July, 1905, and costs. So ordered.

Arellano, C. J., Torres, Mapa, Carson, Willard, and Tracey, JJ., concur.
