

3 Phil. 210

[ G.R. No. 1267. January 19, 1904 ]

**CO-TIANGCO, PLAINTIFF AND APPELLEE, VS. TO-JAMCO, DEFENDANT AND APPELLANT.**

**D E C I S I O N**

**MAPA, J.:**

The appellant made a motion in the trial court for a new trial on the ground of newly discovered evidence. The motion was not based upon the ground that the findings of fact were contrary to the weight of the evidence, and consequently under the provisions of section 497 of the Code of Civil Procedure, our jurisdiction in this case is limited to determining the questions of law raised in the bill of exceptions, but without reviewing the evidence.

The court below in its decision says that "the Chinamen, Ong-Congco, Chua-Checo, and Cua-Ohco, testified that the defendant To-Jamco promised to pay them for the services they were to render, and that they have assigned the amount of their claims against the defendant to the plaintiff." He also says that "the plaintiff testified to the same effect, and it may be regarded as an uncontroverted fact that the assignment was legally made."

As a result of his construction of the evidence introduced by the parties, the court below concludes that "the direct testimony of the Chinamen who have testified in this case must be considered as constituting more weighty evidence than the testimony of the defendant."

This is equivalent to the statement that the court considers the above-named Chinamen's testimony concerning the fact that the

defendant undertook to pay them for their services as worthy of credence, and therefore in his opinion true; and that it is also true that Ong-Congco, Chua-Checo, and Cua-Ohco have assigned to the plaintiff their right to recover the amount due for such services from the defendant.

The court below also considered it proven that the said Chinamen and the plaintiff actually rendered the services upon which the complaint is based, and that the sum of 110 pesos and 80 cents is still owing for the services rendered by Ong-Congco; 116 pesos and 96 cents for Chua Checo's services; 146 pesos and 85 cents for Cua-Ohco's services; and 123 pesos and 55 cents for the services rendered by the plaintiff.

From these facts it is to be inferred that the defendant entered into a contract of hire with the plaintiff, and the three other Chinamen above named, by which he undertook to pay them the value of their services; that the latter actually rendered the services contracted for, and that the defendant is still indebted to them for wages in the amounts above expressed.

This being so, the judgment of the court below is evidently in conformity with the law. Contracts bind the contracting parties to the performance of the agreement entered into. The obligations arising therefrom have the force of law between the contracting parties and must be executed in accordance with the tenor thereof. (Arts. 1258 and 1091 of the Civil Code.) Consequently the court below in entering his judgment has not committed any of the errors assigned in the bill of exceptions.

It is unnecessary to consider the legal effects of the note made by the defendant at the bottom of the contract entered into between the Philippine Lumber and Development Company and the Chinaman To-Chaco, a copy of which appears in the judgment. Whatever might be its legal effects, the fact that the defendant agreed to pay the plaintiff and his companions for their services is in itself sufficient to produce the obligation on his part to make such

payment, the services which were the object of the contract having been rendered by the plaintiff and his companions. This is entirely independent of the obligation which, on the other hand, he may have incurred by reason of the undertaking expressed in the said note. From that personal stipulation entered into with the said Chinamen and the plaintiff and not from the note (which constitutes another distinct juridical act and which has not even been mentioned as the ground of the action brought in the complaint), arises the right accruing to the plaintiff, personally and as assignee of the others, to demand the payment of the money whose recovery is the purpose of this action.

For the reasons stated we affirm the judgment of the court below, with the costs of this instance against the appellant. Judgment will be entered in conformity with this opinion twenty days from the date of its filing, and the case remanded to the court below. So ordered.

*Arellano, C.J., Torres, Cooper, Willard, and  
McDonough, JJ., concur.*  
*Johnson J., did not sit in  
this case.*