

VICENTA JALBUENA PLAINTIFF AND APPELLANT, VS. GABRIEL LEDESMA ET AL., DEFENDANTS AND APPELLEES.*G.R. No. 3373. September 26, 1907*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-3373/>

The plaintiff, the wife of Ildefonso Doronila, brings this action to annul an undertaking of herself and her husband whereby she bound her separate individual property as security for the performance by him of a certain obligation to the defendant Gabriel Ledesma, as president of the Ledesma family council, claiming that her signature thereto was procured through intimidation. The facts are somewhat fully stated in 3 Philippine Reports, 360, in the judgment in an action in which her husband failed to set aside this same instrument.

Ildefonso Doronila, having been the tutor of the Ledesma minor children, was cited in August, 1900, before the provost court of Iloilo on the petition of the defendant Lopez, to show cause why he should not surrender the papers, securities, and money in his charge, and he was in the course of the proceeding ordered to render his accounts as tutor, and it is to be inferred from the testimony of the defendant Ledesma that the accounts were in fact rendered. On December 3 he came to an agreement with the defendant Lopez, as representative of the children, whereby his accounts were allowed and accepted and the value of the missing papers, claimed to have been lost in the bombardment of Iloilo, was fixed at P12,000, and a certain obligation of the estate to Juan Casells to the amount of P4,000 was assumed by him. Subsequently this agreement was ratified by the family council, which imposed, however, an additional condition that security should be given by Doronila for the payment of P16,000 in case the missing papers should not be produced within six months and the novation of the debt of Juan Casells accepted by the debtor. Thereafter he was brought before the provost judge in the pending proceeding and was ordered to give additional security, and failing to do so was committed to jail, where he had already been once confined on the institution of the proceeding. As all of his property was already bound to the estate for the performance of his duty as guardian, it became expedient to find a surety for him, and the plaintiff, who had accompanied him to the court, was thereupon induced to join with him in this undertaking. As to the proceedings in court, the testimony of the plaintiff, reduced to narrative form, is as follows:

"I remember having been in the office of the provost judge of Iloilo in December, 1900. I went there to visit my husband, who was in jail. While there I was summoned before the provost judge by a soldier and I went up before the provost and requested him to set my husband free, he not being guilty of anything. I asked him, crying, to put my husband at liberty, but the provost didn't listen to me; on the contrary, he asked me to file security for what was lost in my house during the bombardment, and he told me that he was going to put my husband in jail if I didn't obligate my property as security. Fearing that he was going to be put in jail again I was compelled to sign, it being a time when we and others were under fear and I was afraid that he would be punished and that they would deport him. In the fear that I was then under I didn't know any other remedy but to sign. He told me that my husband would be sent again to jail if I didn't sign."

This communication was carried on through the medium of an interpreter, one Pedro Regalado, who testified:

"The provost judge told Sra. Vicenta that she should sign a document guaranteeing with her property the obligation of Sr. Doronila. I told that to her as interpreter. I can tell more or less the terms in which the provost expressed himself. He told Vicenta in these terms: 'You sign a document guaranteeing with your property the

obligation contracted by Sr. Doronila, your husband.' Doña Vicenta answered to these words, that her husband was not guilty of the loss of the documents, as when the bombardment came the documents were in a trunk and were lost during the bombardment. when she said that she could not respond, then the provost said: 'You sign this document; you either sign this document or I will send your husband back to jail.' More or less I remember that he said: 'Interpreter, tell her to either sign this document or I will have her husband sent again to jail.' "

The defendant Lopez, who was present at the scene and took part in the transaction, swore that he did not hear the provost threaten the plaintiff or oblige her to sign any document, but his evidence is not very explicit on the point, while Ledesma, who also was present, does not profess to be able to repeat what was said. Under this pressure the plaintiff agreed to execute the required undertaking, and it is established by the preponderance of proof, although disputed, that immediately upon leaving the court room, the husband and wife went to the office of a notary who was instructed to draw the instrument, but who told them that they might go to their home, which was in Jaro, and return to his office in about a week to execute it. It was in fact signed only eight days thereafter, the court in the meantime continuing in session.

In view of the continued session of the court, to which access was so readily had, and whose vigorous procedure these parties had already experienced, we do not consider that the lapse of eight days, between the order of the judge and the actual giving of the bond, was sufficient to deprive the menace of imprisonment of its effect, and we are satisfied that after a fair reading of the testimony it is impossible to say that the threat did not serve as an intimidation to this plaintiff and constrain her to sign the undertaking. Does this intimidation relieve the plaintiff from her obligation?

Article 1268 of the Civil Code provides:

"Violence or intimidation shall annul the obligation even if it should have been employed by a third person who did not take part in the contract."

Section 1267 reads:

"Intimidation exists when one of the contracting parties is inspired with a reasonable and well founded fear of suffering an imminent and serious injury to his person or property, or to the person or property of the spouse, descendants, or ascendants."

And of like tenor are the authorities of the United States, where it has been held that the threat of legal prosecution of a husband amounts to the intimidation of his wife who, constrained thereby, becomes his surety. (Adams vs. Irving N. Bank, 116 N. Y., 606.)

It is laid down by high authority that a new obligation assumed even by the principal, under this species of coercion, will suffice to release him. Commenting on articles 1267 and 1268 of the code, Manresa says:

"So that the debtor who consents to pay under a threat of recourse to the courts and the expenses of litigation can not maintain that his consent was null; but it will be otherwise if, passing beyond the limits of his rights, a creditor has exacted from a debtor with these same legal threats a novation of the contract or a confession of a larger indebtedness."

This principle applies with greater force to the obligation of a surety, which arises entirely out of the enforced act. It is plain that the former decision of this court, refusing to release the husband, can not control in respect of the relief sought by the wife in this action.

It is not every threat of a judge to send a delinquent to jail that will operate to release a surety on his bond. Nor, on the other hand, is the coercion less effective because one of the persons exercising it is a judge who has already

demonstrated his ability to carry his threats into execution. In this instance the signing of an undertaking appears to have been insisted upon by the judge in the presence and at the instance of the opposing party, and to have been expressly made the condition of non-imprisonment, amid circumstances of procedure quite unusual in courts of justice, in a tribunal convened under military auspices and exercising extraordinary powers. So that there would be reason to say that the consent of the surety was obtained by coercion, even if the judge had jurisdiction over the case.

The court was a military one, constituted under General Orders, No. 23, of the series of 1899, conferring only a very limited jurisdiction, in the following words:

"The provost courts appointed for Iloilo, Panay Island, and Cebu, Cebu Island, are, in addition to the criminal jurisdiction vested in them, and except as hereinafter provided, vested with civil jurisdiction coextensive with that exercised by Courts of First Instance and of the peace heretofore administered for such places. These provost courts, in the exercise of the civil jurisdiction conferred, will formulate their own procedure, which will be simple and brief. In the decisions rendered they will be guided by the provisions of Spanish law recognized in General Orders, 20 and 21, current series, this office, as continuing in force in places in the Philippine Islands under United States military occupation, when such provisions can be ascertained, and by principles of equity and justice.

"The provost courts named will take cognizance only of such civil causes as are referred to them for trial by the authority appointing them, or the successor to that authority, and their decrees and judgments, when approved by that authority, shall be final; and no civil cause shall be so referred in which the demand, exclusive of interest, or the value of the property in controversy, exceeds five thousand Mexican dollars."

In *Ex parte Reed* (100 U. S., 13), involving the sentence of a naval court martial, the Supreme Court said:

"We do not overlook the point that there must be jurisdiction to give the judgment rendered, as well as to hear and determine the cause. If a magistrate having authority to fine for assault and battery should sentence the offender to be imprisoned in the penitentiary, or to suffer the punishment prescribed for homicide, his judgment would be as much a nullity as if the preliminary jurisdiction to hear and determine had not existed. Every act of a court beyond its jurisdiction is void (p. 23)."

In *Fanlo Aznar vs. Rodriguez* (6 Phil. Rep., 659) it was held that in a civil case the jurisdiction of this particular provost court of Iloilo must affirmatively appear. It is unnecessary, however, to determine here upon whom rested the burden of proof in respect of the matters expressly referred to it for adjudication. The judge had no power to imprison the defendant under the circumstances disclosed in this case.

Imprisonment is not a mere matter of the procedure, which he was by the general orders authorized to formulate and to make simple and brief. Such a harsh measure was not authorized by the Spanish law, but was, on the contrary, quite foreign to it. If, under the circumstances surrounding this tribunal, we are to understand that "the provisions of Spanish law could not be ascertained" by it, then we feel compelled to say that the action of the judge was not consistent with the "principles of equity and justice," as recognized by the country which he was serving. Under the ruling in *Ex parte Reed* his order was void because beyond his power, even if the subject matter had been within his jurisdiction.

A more radical vice, however, underlies the action of the court. Its jurisdiction was limited to cases in which the demand, exclusive of interest, or the value of the property in controversy did not exceed 5,000 Mexican dollars. In this instance an accounting had been demanded of an estate which, in the agreement between the parties to this action, was stated to have been inventoried at a fixed capital of P103,635.09, of which at the time of the institution of the proceeding, Ildefonso Doronila, according to the testimony of the defendant Lopez, was responsible for "some P50,000 in credits," and after the accounting was held liable for P16,000, P4,000 contingently and P12,000

absolutely. We say "absolutely" because P12,000 was the value of the securities which he had to make good, either by producing the papers themselves or by paying their cash equivalent. We think that there can be no doubt that the demand and the value of the property in controversy here exceeded P5,000 and that in consequence the court was without jurisdiction in the premises.

The plaintiff is entitled to the relief sought and as to her the contract entered into on the 21st day of December, 1903, is declared null and set aside, and a judgment to that effect is directed to be entered, without costs. So ordered.

Arellano, C. J., Torres and Johnson, JJ., concur.

Willard, J., dissents.

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