

ENRIQUE SOMES, PLAINTIFF AND APPELLANT, VS. VICENTE SOMES ET AL., DEFENDANTS. THE DIRECTOR OF LANDS, DEFENDANT AND APPELLEE; NIEVES CHOFRE, INTERVENOR AND APPELLEE.*G.R. No. 38552. December 07, 1933*

Ponente: IMPERIAL, J.

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On March 22, 1926, the plaintiff herein ceded, transferred and delivered to the herein defendant, Vicente Somes, his son, the real property, together with the improvements thereon, described in transfer certificate of title No. 5069, for the sum of P35,000, which sum was to be deducted from the hereditary portion to which said Vicente Somes would be entitled to receive from the aforesaid plaintiff, pursuant to the terms of the deed, Exhibit A, executed to that effect. On May 4th of the same year, Vicente Somes executed a mortgage deed in favor of the Director of Lands, copy of which is marked Exhibit 1, whereby he constituted a mortgage on the aforesaid property described in transfer certificate of title No. 5069 in favor of the Government of the Philippine Islands, to secure the payment of a loan of P8,000 which he had obtained therefrom.

The plaintiff herein brought this action to annul the deeds of conveyance and of the mortgage in question on the alleged ground that the first deed was obtained by his son Vicente Somes under threat of death. The said plaintiff appealed from the judgment absolving all of the defendants, with costs, and holding that the aforesaid deeds of conveyance and of mortgage were valid.

On appeal, the plaintiff insists vigorously that the court should have annulled the sale on the alleged ground that he has proved conclusively that he had given his consent thereto under threat of death made against him by his son, the co-defendant Vicente Somes. The alleged threats, however, cannot be inferred satisfactorily from the evidence we have reviewed. We are of the opinion that when the plaintiff signed the so-called deed of sale, he did not do so under the influence of any threat or illicit act against his person by his son. In the language of the court, he signed the deed and ceded the property in question to his son because the latter had just married and he was desirous of providing him with a means of support for his wife and the children they might have. He could not have acted under the influence of any serious threat, inasmuch as, even after the execution of the deed, it was the plaintiff himself who collected the rents from the tenants, delivering them personally to his son.

It is unnecessary to discuss herein the mortgage executed in favor of the Government. The Director of Lands was wholly unaware of the plaintiff's claim. He gave full faith and credit to the deed of conveyance which the assignee had shown him and, likewise, relied upon the records of the registry of deeds.

From the terms of the deed, we are more inclined to believe that the donation made by the plaintiff was a conditional donation inter vivos and not an absolute sale, inasmuch as, among other limitations thereto, it had been stipulated that the assignee would not be able to sell the property during the lifetime of the assignor. However, the donation is, at any rate, valid on the ground that all the essential requisites therefor, prescribed by law, had been complied with, and the acceptance thereof was made in the same instrument.

The judgment appealed from is hereby affirmed, with the costs against the appellant. So ordered.

Malcolm, Villa-Real, Hull, and Vickers, JJ., concur.

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