

THE STANDARD OIL COMPANY OF NEW YORK, PLAINTIFF AND APPELLEE, VS. JUAN CODINA ARENAS AND OTHERS, DEFENDANTS.; VICENTE SIXTO VILLANUEVA, APPELLANT.

G.R. No. 5921. July 25, 1911

Ponente: ARELLANO, C.J.

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ARELLANO, C.J.:

On December 15, 1908, Juan Codina Arenas and Francisco Lara del Pino, as principals,, and Alipio Locso, Vicente Sixto Villanueva and the Chinaman, Siy Ho, as sureties, assumed the obligation to pay, jointly and severally, to the corporation, The Standard Oil Company of New York, the sum of P3,305.76, at three months from date, with interest at P1 per month.

On April 5, 1909, The Standard Oil Company of New York sued the said five debtors for payment of the P3,305.76, together with the interest thereon at the rate of 1 per cent per month from the 15th of December, 1908, and the costs.

The defendants were summoned, the record showing that summons was served on Vicente Sixto Villanueva on April 17,1909.

On May 12, 1909, Vicente Sixto Villanueva and Siy Ho were declared to be in default and were so notified, the latter on the 14th and the former on the 15th of May, 1909.

On August 28,1909, the Court of First Instance of the city of Manila sentenced all the defendants to pay jointly and severally to the plaintiff company the sum of P3,305.76, together with the interest thereon at 1 per cent per month from December 15, 1908, until complete payment should have been made of the principal, and to pay the costs.

While the judgment was in the course of execution, Elisa Torres de Villanueya, the wife of Vicente Sixto Villanueva, appeared and alleged: (1) That on July 24, 1909, the latter Was deplared to be insane by the Court of First instance of the city of Manila; (2) that she was appointed his guardian by the same court; (3) that, on October 11, following', she was authorized by the court, as guardian, to institute the proper legal proceedings for the annulment of several bonds given by her husband while in a state of insanity, among them that concerned in the present cause, issued in. behalf of The Standard Oil Company of New York; (4) that she; the guardian, was not aware of the proceedings had against her husband and-was only by chance informed thereof; (5) that when Vicente S. Villanueva gave the bond, the subject of this suit, he was already permanently insane, was in that state when summoned and still continued so, for which reason he neither appeared nor defended himself in the said litigation; and, in conclusion, she petitioned the court to relieve the said defendant Villanueva from compliance with the aforestated judgment rendered against him in the suit before mentioned, arid to reopen the trial for the introduction of evidence in behalf of the said defendant with respect to his incapacity at the time of the execution of the bond in question, which evidence could not be presented in due season on account of the then existing incapacity of the defendant.

The court granted the petition and the trial was reopened for the introduction of evidence, after due consideration of which, when taken, the court decided that when Vicente Villanueva, on the 15th of December, 1908, executed the bond in question, he understood perfectly well the nature and consequences of the act performed by him and that the consent that was given by him for the purpose was entirely voluntary and, consequently, valid and efficacious. As a result of such findings the court ruled that the petition for an indefinite stay of execution of the judgment rendered in the case be denied and that the said execution be carried out.

After the filing of an exception to the above ruling, a new hearing was requested "with reference to the defendant Vicente S. Villanueva" and, upon its denial, a bill of exceptions was presented in support of the appeal submitted to this court and which is based on a single assignment of error as follows:

"Because the lower court found that the monomania of great wealth, suffered by the defendant Villanueva, does not imply incapacity to execute a bond such as the one herein concerned."

Certainly the trial court founded its judgment on the basis of the medico-legal doctrine which supports the conclusion that such monomania of wealth does not necessarily imply the result that the defendant Villanueva was not a person capable of executing a contract of bond like the one here in question.

This court has not found the proof of the error attributed to the judgment of the lower court. It would have been necessary to show that such monomania was habitual and constituted a veritable mental perturbation in the patient; that the bond executed by the defendant Villanueva was the result of such monomania, and not the effect of any other cause, that is, that there was riot, nor could there have been any other cause for the contract than an ostentation of wealth and this purely an effect of such monomania of wealth; and that the monomania existed on the date when the bond in question was executed.

With regard to the first point: "All alienists and those, writers who have treated of this branch of medical science distinguish numerous degrees of insanity and imbecility, some of them, as Gasper, going so far into a wealth of classification and details as to admit the existence of 60 to 80 distinct statesman enumeration of which is unnecessary. Hence, the confusion and the doubt in the minds of the majority of the authors of treatises on the subject in determining the limits of sane judgment and the point of beginning of this incapacity, there being some who consider as a sufficient cause for such incapacity, not only insanity and imbecility, but even those other chronic diseases or complaints that momentarily perturb or cloud the intelligence, as mere monomania, somnambulism, epilepsy, drunkenness, suggestion, anger, and the divers passional states which more or less violently deprave the human will of necessary liberty." (Manresa, Commentaries on the Civil Code, Vol. V, p, 342.) In our present knowledge of the state of mental alienation such certainty has not yet been reached as to warrant the conclusion, in a judicial decision, that he who suffers the monomania of wealth, believing himself to be very wealthy when he is not, is really insane and it is to be presumed, in the absence of a judicial declaration, that he acts under the influence of a perturbed mind, or that his mind is deranged when he executes an onerous contract. The bond, as aforesaid, was executed by Vicente S. Villanueva on December 15, 1908, and his incapacity, for the purpose of providing a guardian for him, was not declared until July 24, 1909.

The trial court, although it conceded as a fact that the defendant had for several years suffered from such monomania, decided, however, guided by the medico-legal doctrine above cited, that a person's believing himself to be what he is not or his taking a mere illusion for a reality is not necessarily a positive proof of insanity or incapacity to bind himself in a contract. Specifically, in reference to this case, the following facts were brought out in the testimony given by the physicians, Don Rudesino Cuervo and Don Gervasio de Ocampo, witnesses for the defendant, the first of whom had visited him some eight times during the years 1902 and 1903, and the latter, only once, in 1908.

Dr. Cuervo:

"Q. But if you should present to him a document which in no wise concerns his houses and if you should direct him to read it, do you believe that he would understand the contents of the document? - A. As to understanding it, it is possible that he might, in this I see nothing particularly remarkable; but afterwards, to decide upon the question involved, it might be that he could not do that; it depends upon what the question was."

Dr. Ocampo:

"Q. Do you say that he is intelligent with respect to things other than those concerning greatness? - A. Yes, he reasons in matters which do not refer to the question of greatness and wealth.

"Q. He can take a written paper and read it and understand it, can he not? - A. Read it, yes, he can read it and understand it, it is probable that he can, I have made no trial.

"Q. Is he not a man of considerable intelligence only with the exception of this monomania of greatness and wealth? - A. Of not much intelligence, an ordinary intelligence.

"Q. He knows how to read and write, does he not? - A. Yes, sir, I believe that he does."

Mr. F. B. Ingersoll, a witness for the plaintiff, testified that as a notary he had prepared the instrument of bond and received the statements of the signers; that he explained to Mr. Villanueva its contents and when the witness asked the latter whether he wished to sign it he replied that he was willing and did in fact do so; that the defendant's mental condition appeared to the witness to be normal and regular and that he observed nothing to indicate the contrary; and that the defendant was quiet and composed and spoke in an ordinary way without giving cause for any suspicion that there was anything abnormal.

Honorable Judge Araullo testified as a witness for the plaintiff that while trying in the Court of First Instance, over which he presided, the case concerning the estate of the Chinaman Go-Cho-Co, and Mr. Villanueva having been proposed as a surety therein, the witness asked him some questions about his property, in order to ascertain whether he was solvent and would be adequate surety, and that Villanueva testified the same as many others had done, and witness did not notice any particular disorder or perturbation of his mental faculties; that he answered the questions concerning the property that he held, stated its value, specified the place where it was situated, his answers being precisely relevant to the matter treated; that he therefore approved the bond; and that all this took place between July and September, 1908. This witness having been asked, on cross-examination, whether Mr. Villanueva, subsequent to the date mentioned, had again been surety in any other case, and whether it appeared strange to witness that Mr. Villanueva should engage in giving bonds and whether for that reason he rejected this new bond, replied that it was in that same case relative to the estate of the Chinaman. Go-Cho-Co that he endeavored to investigate, as he customarily did, with regard to whether Mr. Villanueva had given any other previous bond, and that he discovered that he had in fact previously given bond in a criminal case, but that, as it had already been cancelled, he had no objection to accepting the one offered by Mr. Villanueva in the said Go-Cho-Co case.

Capacity to act must be supposed to attach to a person who has not previously been declared incapable, and such capacity is presumed to continue so long as the contrary be not proved, that is, that at the moment of his acting he was incapable, crazy, insane, or out of his mind: which, in the opinion of this court, has not been proved in this case.

With regard to the second point, it is very obvious that in every contract there must be a consideration to substantiate the obligation, so much so that, even though it should not be expressed in the contract, it is presumed that it exists and that it is lawful, unless the debtor proves the contrary. (Civil Code, art. 1277.) In the contract of

bond the consideration, generally, is no other, as in all contracts of pure beneficence, than the liberality of the benefactor. (Id, 1274.) Out of the ordinary, a bond may be given for some other consideration, according to the agreement and the free stipulation of the parties and may be, as in onerous and remuneratory contracts, something remunerative stipulated as an equivalent, on the part of the beneficiary of the bond.

It is not clear as to the reason why Villanueva gave the bond in favor of the two members of the firm of Arenas & Co., Francisco Lara, and Juan Arenas. Lara testified that he had never had dealings with Villanueva; from which it is inferred that the latter could hardly have been moved to favor the former by the benefit of an assumed obligation to pay him some three thousand pesos, with monthly interest. But he added that Arenas & Co. obtained an agent to look for sureties for them, to whom Arenas paid a certain sum of money. The witness did not know, however, whether Arenas gave the money for the signature of the bond or simply in order that the agent might find sureties. The fact is that the sureties came with the agent and signed the bond.

The appellant presented, as proof that Villanueva concealed from his family his dealings with Arenas, a note by the latter addressed to his friend, Mr. Villanueva, on the 13th of May, 1909, that is, two days before Villanueva was declared to be in default, inviting him to a conference "for the purpose of treating of a matter of great importance of much interest to Villanueva, between 5 and 6 of that same day, in the garden and on the benches which are in front of the Delmonico Hotel, on Calle Palacio, corner of Calle Victoria, and, if it rained, in the bar on the corner." It can not be affirmed with certainty, (the trial court considers it probable) that Villanueva engaged in the business of giving bonds for a certain consideration or remuneration; but neither can it be sustained that, there was no other cause for the giving of the bond in question than the mental disorder that dominated the intellect of the person obligated, to the extent of his believing himself so oversupplied with money as to be able to risk it in behalf of any person whatever. There is no proof that the said bond was merely the product of an insensate ostentation of wealth, nor that, if Villanueva boasted of wealth in giving several bonds, among them that herein concerned, he was influenced only by the monomania of boasting of being wealthy, when he was not.

Neither is there any proof whatever with respect to the third point, that is, that, granting that he was a monomaniac, he was dominated by that malady when he executed the bond now under discussion. In the interpretative jurisprudence on this kind of incapacity, to wit, lunacy or insanity, it is a rule of constant application that it is not enough that there be more or less probability that a person was in a state of dementia at a given time, if there is not direct proof that, at the date of the performance of the act which it is endeavored to invalidate for want of capacity on the part of the executor, the latter was insane or demented, in other words, that he could not, in the performance of that act, give his conscious, free, voluntary, deliberate and intentional consent. The witnesses who as physicians testified as to extravagancies observed in Villanueva's conduct, referred, two of them, to a time prior to 1903, and another of them to the year 1908, but none to December 15, 1908, the date of the execution of the bond sought to be invalidated. The testimony of one of these witnesses shows that when Villanueva's wife endeavored, in 1908, to have her husband confined in the Hospicio de San Jose and cared for therein, objection was made by the director of the institution who advised her that if he entered in that way and lodged in the ward for old men, as soon as he shouted and disturbed them in their sleep he would have to be locked up in the insane ward; to which Villanueva's wife replied "that her husband was not exactly insane enough to be placed among the insane." This same lady, testifying as a witness in this case, stated: that no restrictions had ever been placed upon her husband's liberty to go wherever he wished and do what he liked; that her husband had property of his own and was not deprived of its management; that he went out every morning without her knowing where he went; that she did not know whether he had engaged in the business of signing bonds, and that, with reference to the one now concerned, she had learned of it only by finding the note, before mentioned, wherein Arenas invited him to a rendezvous on the benches in front of the Delmonico Hotel; that she had not endeavored legally to deprive him of the management of his own real estate which had been inherited by him, although he did not attend to the

collection of the rents and the payment of the land tax, all this being done by her, and she also it was who attended to the subsistence of the family and to all their needs. Finally, and with direct reference to the point under discussion, she, was asked:

"Q. Is it not true that, up to the date of his signing this bond, he used to go out of the house and was on the streets nearly every day? to which she replied: - A. He went where he pleased, he does this even now. He goes to the markets, and buys provisions and other things. In fact I don't know where he does go.

"Q. From his actions toward others, did he show any indication of not being sane when he was on the street, according to your opinion? - A. Half of Manila knows him and are informed of this fact and it is very strange that this should have occurred. If you need witnesses to prove it, there are many people who can testify in regard to this particular."

The only incorrectness mentioned by this lady is that her husband, when he went to the market, would return to the house with his pockets full of tomatoes and onions, and when she was asked by the judge whether he was a man of frugal habits, she replied that, as far as she knew, he had never squandered any large sum of money; that he had never been engaged in business; that he supported himself on what she gave him; and that if he had something to count on for his living, it was the product of his lands.

Such is a summary of the facts relating to the debated incapacity of the appellant, and it is very evident that it can not be concluded therefrom that, on December 15, 1908, when Villanueva subscribed the obligation how contested, he did not possess the necessary capacity to give efficient consent with respect to the bond which he freely executed.

Therefore, the judgment appealed from is affirmed, with the costs of this instance against the appellant. So ordered.

Torres, Johnson, Carson, and Moreland, JJ., concur.

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