

3 Phil. 360

[ G.R. No. 1293. February 23, 1904 ]

**ILDEFONSO DORONILA, PLAINTIFF AND APPELLANT, VS. JOSE LOPEZ, GUARDIAN OF THE MINOR CHILDREN OF DON PABLO LEDESMA, DEFENDANTS AND APPELLEES.**

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

**COOPER, J.:**

This action was instituted by the plaintiff, Don Ildefonso Doronila against Jose Lopez as guardian of the minor children of Don Pablo Ledesma, deceased, for the annulment of a certain contract entered into on the 22d day of December, 1900, by the plaintiff Senor Doronila and his wife, Senora Vicenta Jalbuena, and Senor Gabriel Ledesma in capacity of. president of the family council of the minor heirs of Don Pablo Ledesma, deceased, and is based upon article 1300 of the Civil Code, which provides for the annulment of contracts affected by one of the vices which invalidate them according to law.

It is alleged in the complaint that the consent of the plaintiff to the contract was procured by violence and intimidation such as is defined by article 1267, Civil Code. The circumstances of the alleged intimidation occurring in the execution of the contract are shown by the findings of facts made by the Court of First Instance.

From these findings of facts it appears that in the year 1897 the family council of the minor children of the deceased, Pablo Ledesma, nominated and appointed the plaintiff, Ildefonso Doronila, as guardian of the minor children, who afterwards entered on the discharge of his duties; that the property of the estate consisted principally of documents of credit and book accounts and that these were kept in an iron safe in the residence of Doronila at Jaro; that on the 11th day of February, 1899, the American forces landed in the town of Iloilo; that the plaintiff, Ildefonso Doronila, was connected with the

revolutionary government, at this time located at Jaro, a town about two miles from the city of Iloilo; that being apprehensive of capture by the American forces he fled from the town of Jaro, going into the interior of the country; that his departure from Jaro being very sudden, he left his valuables in his house at that place; that night, the American forces not having advanced into Jaro, the plaintiff returned to his home and succeeded in possessing himself of his valuables; but he states that his wife had failed to give him the key which unlocked the safe in which the papers belonging to the guardianship were contained; that the proof presented by Doronila tended to show it was impossible to save the documents and money belonging to the estate by reason of his not having the key to unlock the safe in which they were contained; while that of the defendant, Lopez, tended to show that upon the occasion referred to Doronila possessed himself of the documents of credit and money belonging to the estate and carried them off on his return next morning; that Doronila also offered proof to show he had requested by letter several persons during his absence from Jaro to visit his residence and secure the documents, but they found it impossible to comply with the request, and finally, upon his return to Jaro, lie found the safe had been broken open and its contents removed. At the time of his leaving Jaro on February 11, 1899, Doronila, though he had executed his duties satisfactorily, had never rendered any account of his guardianship; that after his return to Jaro in January, 1900, lie was requested by the family council to render his account as guardian, which he failed to do, under the excuse that all the documents, books, etc., pertaining to the estate and its administration had been lost under the circumstances above related.

On the 28th day of October, 1900, at a meeting of the family council, the plaintiff was removed from the guardianship and Seilor Jose Lopez was appointed in his stead. In the month of December, 1900, Señor Lopez, as guardian of said minor children, presented an application to the superior provost court against the plaintiff, Doronila, asking that he be removed as guardian and that he should be required to deliver to him the testamentary effects. At this time the superior provost court was exercising the powers of a Court of First Instance in the Province of Iloilo and was taking cognizance of suits in Iloilo. The plaintiff, Doronila, was cited before the superior provost court to answer the petition of Lopez as guardian of the children. The provost court removed Doronila from his office as guardian, confirmed the nomination of Jose Lopez,

and ordered that Doronila should forthwith present his accounts as guardian, in said court, and to deliver to Senor Lopez the books and documents and other property of the estate of the minors. Doronila did not comply immediately with this order, in view of which an order was made by the court that he should be arrested and imprisoned for contempt of court. The prison in which he was confined was small and damp and the fare was poor.

The plaintiff was placed in company with ordinary criminals and required to submit to all the regulations of the prison and to perform menial labor in the prison. He was informed that he would be kept in prison until he complied with the order of the court. After being detained in prison for one day, he was carried before the court, at which time a proposition of settlement was made by Senor Lopez to him. Doronila requested that he should be given time to consider the proposition, to which the court assented and he was set at liberty. He afterwards entered into negotiations with Lopez to arrange a settlement of the matters in question. An agreement between Lopez and Doronila was made, subject to the approval of the family council. At a meeting of the family council, Doronila and Lopez both being present, the family council made various changes in the agreement the terms of which had been settled upon by Lopez and Doronila, to which changes Doronila would not consent. The matters continued in this state for some time until Lopez presented again to the court the motion to compel the plaintiff to obey the former order made by the court. Doronila was again arrested by order of the court and placed in prison. He afterwards assented to the contract as modified by the family council, and was again released.

On the 22d day of December, 1900, Doronila executed the contract in question. In this contract it is recited that for the purpose of settling the question and coming to a final approval of accounts with the family council it was necessary that Señor Doronila should renew the documents of credit and be personally responsible for those which he might fail to renew, and to this end it was agreed that Doronila should pay 12,000 pesos in the period of six months or renew the documents of credit which were lost while in his possession, deducting from said amount such sums as might be paid to the family council. It was further agreed that certain indebtedness, amounting to the sum of 4,000 pesos, due by the estate to Juan Cassell, should be assumed by Doronila and that he should pay the amount to the estate in case he failed to pay the same to Cassell. To secure the performance of this agreement, Doronila, joined by his

wife, Seilora Vicenta Jalbuena, who owned in her separate right a part of the property encumbered, mortgaged to Gabriel Ledesma as president of the family council of said minors several tracts of real estate.

The judge in his findings of fact found that Doronila was induced to sign the contract through fear that he would be again imprisoned by the court for his failure to obey the order to render an account as guardian and to deliver the property of the estate to his successor, but that there was no intimidation or fear, except the fear that he would be punished if he did not obey the orders of the court formerly made; and as a conclusion of law found that the facts stated were not sufficient to constitute duress such as would invalidate the document in question, and the petition of the plaintiff was dismissed, with costs.

There is no question raised as to the legality of the order directing the imprisonment of the plaintiff for failure to render his account as guardian and to deliver the property of the estate to his successor.

The provost court may have disbelieved and rejected the statement of Doronila to the effect that the papers of the estate were lost, as claimed by him; or it may have reached the conclusion that it was within the power of Doronila to render such accounting as was required of him, or at least to make some accounting of his guardianship. We will not presume that the court required the performance of an impossible act. All presumptions must be indulged in favor of the validity of the order and the sufficiency of the proof made before the provost court to justify the making of the order.

It is unnecessary to determine whether under the Spanish codes then in force it was the practice to enforce such orders by contempt proceedings, or whether the practice, if otherwise, was changed by General Orders, No. 23, of date June 24, 1899, of the Military Governor of the Philippines, creating the provost courts for Iloilo, in which it is provided that such courts are "vested with civil jurisdiction coextensive with that exercised by Courts of First Instance and of the peace heretofore administered for such places," and that "these provost courts in the exercise of the civil jurisdiction conferred, will formulate their own procedure, which will be simple and brief;" and in the decisions rendered will be guided by "principles of equity and justice." As before stated, no question has been raised either in the Court of First Instance

or by the assignment of error on appeal, as to the validity of the order of the court. The case below was tried upon the theory that the order for the accounting was properly made, as well as the order directing the imprisonment.

The question then for our determination is whether Doronila being in contempt of court for failure to comply with its order for an accounting as guardian and for the delivery of the property of the estate of the minors to the guardian, Jose Lopez, the contract by which a compromise was effected was made under intimidation and violence of the character described in article 1267 of the Civil Code.

Had Doronila, under the order for accounting, through fear of imprisonment for failure to comply with such order, rendered an account, clearly an account rendered under such circumstances would not be subject to annulment as procured by intimidation and violence. If an accounting under direct fear of imprisonment for failure to account would not be subject to annulment, then it seems evident that an accounting and adjustment of the matters in controversy and an agreement entered into in pursuance of such between the parties to the litigation, in order to avoid such an accounting, should not have this effect.

Nor can the intimidation and fear in the latter case be attributed to the fear that if he did not execute the particular contract he would suffer imprisonment, because the court had not imposed upon him any such conditions. The conditions were that he should render an account and not that he should execute the contract in question. The compliance with the order of the court would have relieved him from imprisonment without regard to whether he should execute the contract or not. And notwithstanding the execution of this contract, the court might still have required a compliance with its orders and inflicted a new imprisonment upon him for the failure to comply, though it is hardly probable that such a course would have been pursued after the parties to the controversy had reached an agreement in the case.

We concur in the conclusions of the Court of First Instance, that the facts contained in its findings did not constitute such duress as to invalidate the document in question, and affirm the judgment of the lower court, with costs adjudged against appellants. It is so ordered and directed.

*Torres and McDonough, JJ., concur.*

Willard, J.:

I concur in the result.

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