Geluz vs. Court of Appeals

DOCTRINE

Geluz vs. Court of Appeals (cont)

the doctrine established by the court is that damages cannot be recovered for the death of an unborn child. The court ruled that an unborn fetus does not have legal personality and therefore does not possess the rights and obligations that would give rise to a cause of action for damages.

Geluz vs. Court of Appeals (cont)

FACTS

Geluz vs. Court of Appeals (cont)

Oscar Lazo, husband of Nita Villanueva, filed a civil case of moral damages against petitioner Antonio Geluz, a physician.

Nita Villanueva became pregnant by her present husband before they were legally married. Desiring to conceal her pregnancy from her parent, and acting on the advice of her aunt she had herself aborted by the defendant. After her marriage, she again became pregnant, as she was employed in the COMELEC, her pregnancy proved to be inconvenient to her, and she had herself aborted again by the defendant. Nita was again aborted, of a two-month-old foetus, inconsideration of the sum of fifty pesos, PH currency. The plaintiff was at this time campaigning for his election ; he did not know if, nor gave his consent to the abortion.

The court erred in granting the plaintiff an award for the death of a person that is not endowed with personality.

Geluz vs. Court of Appeals (cont)

ISSUE

Geluz vs. Court of Appeals (cont)

Whether or not the husband can claim moral damages from their unborn child?

Geluz vs. Court of Appeals (cont)

RULINGS

Geluz vs. Court of Appeals (cont)

No, the husband can not claim moral damages from their unborn child.

Even if cause of action did accrue on behalf of the unborn child, the same was extinguished by its pre-natal death, since no transmission to anyone can take place from one that lacked juridical personality (or juridical capacity, as distinguished form capacity to act).

It is no answer to invoke the provisional personality of a conceived child (conceptus pro nato habetur) under Art 40 of the Civil Code, because that same article expressly limits such provisional personality by imposing the condition that the child should be subsequently born alive: “provided it be born later with the condition specified in the ff article”.

In the present case, there is no dispute that the child was dead when separated from its mother’s womb. The prevailing American jurisprudence is to the same effect; and it is generally held that recovery can not be had for the death of an unborn child (Stafford vs Roadway Transit CO.,)

This is not to say that the parents are not entitled to collect any damages at all. But such damages must be inflicted directly upon them, distinguished from the injury or violation of the rights of the deceased, his right to life and physical integrity.

Because the parents can not expect either help, support or services from an unborn child, they would normally limit to moral damages for the illegal arrest of the normal development of the spes hominis that was the foetus. i.e, on account of distress and anguish attendant to its loss, and the disappointment of their parental expectations (CC Art 2217), as well as to exemplary damages, if the circumstances should warrant them (Art. 2230).

The trial court and CA have not found any basis for any moral damages, because the appellee’s indifferences to the previous abortions of his wife, also caused by the

appellant herein, indicates that he was unconcerned with the frustration of his parental hopes and affections. That appellee was aware of the second abortion and the probabilities are that he was likewise aware of the first. Yet despite of the suspicious repetition of the event, he appeared to have taken no steps to investigate or pinpoint the cause thereof, and secure the punishment of the responsible practitioner. Even after learning the third abortion, the appellee does not seem to have taken interest in the administrative and criminal cases against the appellant.

Abortion, without medical necessity to warrant it, is a criminal act, and neither the consent of the woman nor that of the husband would excuse it.

2 SCRA 801 | Art 40 of Civil Code | Art 2217 & 2230

Art. 37. Juridical capacity, which is the fitness to be the subject of legal relations, is inherent in every natural person and is lost only through death. Capacity to act, which is the power to do acts with legal effect, is acquired and may be lost.

Mercado and Mercado VS. Espiritu, 37 Phil. 215

FACTS

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

The case was about the contract made by Luis Espiritu (father of Jose Espiritu, the defendant) and the heirs of his sister Margarita Mercado; Domingo and Josepha Mercado, who pretended to be of legal age to give their consent into the contract of sale of the land they inherited from their deceased mother Margarita Mercado (sister of Luis Mercado). The siblings Domingo et. al., sought for the annulment of contract asserting that Domingo and Josepha were minors during the perfection of contract.

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

ISSUE

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

Whether or not the deed of sale is valid when the minors presented themselves that they were of legal age.

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

RULINGS

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

The court declared that the contract of sale was VALID, even if it were made and entered into by minors, who pretended to be of legal age. The court stated that they will not be permitted to excuse themselves from the fulfillment of the obligations contracted by them, or to have them annulled. The ruling was in accordance with the provisions on law on estoppel and Rule 123, Section 6 paragraph A which states that “whenever a party has, by its own declaration, act or omission, intentionally and deliberately led another party to believe a particular thing to be true, and to act upon such belief, he cannot, in any litigation arising out of such declaration, cannot be permitted to falsify it.

Mercado and Mercado VS. Espiritu, 37 Phil. 215 (cont)

The court, in their interpretation of the Law, laid down the rule that the sale of real estate, made by minors who pretend to be of legal age, when in fact they are not, is valid and they will not permitted to excuse themselves from the fulfillment of the obligation contracted by them or to have them annulled inpursuance of provisions of Law 6, title 19 of the 6th Partida andthe judgment that holds the sale to be valid and absolves thepurchaser from the complaint filed against him does not violatethe laws relative to the sale of Minor property, nor the juridical rules established in consonance there with. (Decision of theSupreme Court of Spain of April 27, 1860, July 11, 1868 andMarch 1, 1875)Law 6, title 19 of the 6th Partida in part as follows“If he who is a minor (1) deceitfully says or sets forth in an instrument that he is over twenty-five years of age, and thisassertion is believed by another person who takes him to be ofabout that age, (2) in an action at law he should be deemed to beof the age he asserted, and should not (3) afterwards bereleased from liability on the plea that he was not of said agewhen he assumed the obligation. This is because the law helps the deceived and not the deceivers."

Braganza vs Villa Abrille, 105 Phil 456

FACTS

Braganza vs Villa Abrille, 105 Phil 456 (cont)

Rosario Braganza and her sons loaned from De Villa Abrille P70,000 in Japanese war notes and in consideration thereof, promised in writing to pay him P10,00 + 2% per annum in legal currency of the Philip-pines 2 years after the cessation of the war. Because they have no paid, Abrille sued them in March 1949. The Manila court of first instance and CA held the family solidarily liable to pay according to the contract they signed. The family petitioned to review the decision of the CA whereby they were ordered to solidarily pay De Villa Abrille P10,000 + 2% interest, praying for consideration of the minority of the Braganza sons when they signed the contract.

Braganza vs Villa Abrille, 105 Phil 456 (cont)

ISSUE

Braganza vs Villa Abrille, 105 Phil 456 (cont)

Whether the boys, who were 16 and 18 respectively, are to be bound by the contract of loan they have signed.

Braganza vs Villa Abrille, 105 Phil 456 (cont)

RULINGS

Braganza vs Villa Abrille, 105 Phil 456 (cont)

Rule 92 Rules of Court

Section 2

Rule 92 Rules of Court (cont)

Meaning of word "incompetent." — Under this rule, the word "incompetent" includes persons suffering the penalty of civil interdiction or who are hospitalized lepers, prodigals, deaf and dumb who are unable to read and write, those who are of unsound mind, even though they have lucid intervals, and persons not being of unsound mind, but by reason of age, disease, weak mind, and other similar causes, cannot, without outside aid, take care of themselves and manage their property, becoming thereby an easy prey for deceit and exploitation.

Being minors, Rodolfo and Guillermo de Braganza could not be legally bound by their signatures in the promissory note. The SC did not agree with the Mercado case cited in the decision under review and specified it is different because the document signed therein by the minor specifically stated he was of age; here the promissory note contained no such statement.

The de Braganzas did not actively present themselves to be of legal age and the notion that they falsely claimed their age is purely constructive, hence, they cannot be held liable. "The fraud of which an infant may be held liable to one who contracts with him in the belief that he is of full age must be actual not constructive, and mere failure of the infant to disclose his age is not sufficient." (27 American Jurisprudence, p. 819.)

On the other hand, they may not be entirely absolved from monetary responsibility. In accordance with the provisions of the Civil Code, even if their written contract is unenforceable because of non-age, they shall make restitution to the extent that they may have profited by the money they received. (Art. 1340) There is testimony that the funds delivered to them by Villa Abrille were used for their support during the Japanese occupation. Such being the case, it is but fair to hold that they had profited to the extent of the value of such money.

Wherefore, as the share of these minors was 2/3 of P70,000 or P46,666.66, they should now return P1,166.67. Their promise to pay P10,000 in Philippine currency, cannot be enforced, as already stated, since they were minors incapable of binding themselves. Their liability is presently declared without regard of the said promissory note, but solely in pursuance of Article 1304 of the Civil Code.

Accordingly, the appealed decision should be modified in the sense that Rosario Braganza shall pay 1/3 of P10,000 i.e., P3,333.33 plus 2% interest from October 1944; and Rodolfo and Guillermo Braganza shall pay jointly to the same creditor the total amount of P1,166.67 plus 6% interest beginning March 7, 1949, when the complaint was filed.

Article 37 of the New Civil Code

Juridical capacity, which is the fitness to be the subject of legal relations, is inherent in every natural person and is lost only through death. Capacity to act, which is the power to do acts with legal effect, is acquired and may be lost. (n)

Article 40 - 47 of the New Civil Code

Article 40

Article 40 - 47 of the New Civil Code (cont)

Birth determines personality; but the conceived child shall be considered born for all purposes that are favorable to it, provided it be born later with the conditions specified in the following article. (29a)

Article 40 - 47 of the New Civil Code (cont)

Article 41

Article 40 - 47 of the New Civil Code (cont)

For civil purposes, the fetus is considered born if it is alive at the time it is completely delivered from the mother's womb. However, if the fetus had an intra-uterine life of less than seven months, it is not deemed born if it dies within twenty-four hours after its complete delivery from the maternal womb. (30a)

Article 40 - 47 of the New Civil Code (cont)

Article 42

Article 40 - 47 of the New Civil Code (cont)

Civil personality is extinguished by death. The effect of death upon the rights and obligations of the deceased is determined by law, by contract and by will

Article 40 - 47 of the New Civil Code (cont)

Article 43

Article 40 - 47 of the New Civil Code (cont)

If there is a doubt, as between two or more persons who are called to succeed each other, as to which of them died first, whoever alleges the death of one prior to the other, shall prove the same; in the absence of proof, it is presumed that they died at the same time and there shall be no transmission of rights from one to the other. (33)

Article 40 - 47 of the New Civil Code (cont)

Article 44

Article 40 - 47 of the New Civil Code (cont)

The following are juridical persons:
(1) The State and its political subdivisions;
(2) Other corporations, institutions and entities for public interest or purpose, created by law; their personality begins as soon as they have been constituted according to law;
(3) Corporations, partnerships and associations for private interest or purpose to which the law grants a juridical personality, separate and distinct from that of each shareholder, partner or member. (35a)

Article 40 - 47 of the New Civil Code (cont)

Article 45

Article 40 - 47 of the New Civil Code (cont)

Juridical persons mentioned in Nos. 1 and 2 of the preceding article are governed by the laws creating or recognizing them.
Private corporations are regulated by laws of general application on the subject.
Partnerships and associations for private interest or purpose are governed by the provisions of this Code concerning partnerships. (36 and 37a)

Article 40 - 47 of the New Civil Code (cont)

Article 45

Article 40 - 47 of the New Civil Code (cont)

Juridical persons may acquire and possess property of all kinds, as well as incur obligations and bring civil or criminal actions, in conformity with the laws and regulations of their organization. (38a)

Article 40 - 47 of the New Civil Code (cont)

Article 47

Article 40 - 47 of the New Civil Code (cont)

Upon the dissolution of corporations, institutions and other entities for public interest or purpose mentioned in No. 2 of Article 44, their property and other assets shall be disposed of in pursuance of law or the charter creating them. If nothing has been specified on this point, the property and other assets shall be applied to similar purposes for the benefit of the region, province, city or municipality which during the existence of the institution derived the principal benefits from the same. (39a)

Standard Oil Co. vs Arenas, 19 Phil 363

FACTS

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

December 1908, Villanueva and Siy Ho, as sureties, assumed the obligation to pay, jointly and severally, to the assumed the obligation to pay, jointly and severally, to the corporation, The Standard Oil Company of New York, the sum of P3,305.76, with interest.

Said sureties-debtors failed to pay their obligations thus standard oil sued them.

CFI of the City of Manila sentenced all the defendants to pay jointly and severally to the plaintiff company after the sum of P3,305.76, together with interest.

Thereafter, Villanueva's wife petitioned that his husband be relieved from the judgement/sentence and to reopen the trial for the introduction of evidence because according to her, on July 1909 his husband Villanueva was declared to be insane by the CFI of Manila.
a. Whereas due to the said insanity, she was appointed as Villanueva's guardian.
b. As his guardian, however, she was not aware of the proceedings
c.When her husband gave the bond, he was already in the state of permanent insanity, including when summoned and in the course of litigation to which he neither appeared nor defended himself.

The court granted petition, however, did not relieve Vicente Villanueva from judgment because when he executed in December 1908 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, thus valid.

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

ISSUE

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

Whether or not Villanueva's state of monomial imply incapacity on his part to execute the bond in the case at bar.

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

RULINGS

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

No, Villanueva's state of monomial does not imply incapacity to execute the bond.

SC agrees with the Trial Court in saying that a person's believing himself to be what he is not is not a positive proof of insanity or incapacity to bind himself in a contract. 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. And this has not been proved in this case. When Villanueva subscribed the obligation now contested, he possessed the necessary capacity to give efficient consent with respect to the bond which he freely executed. The bond was executed December 1908, and his capacity was not declared until July 24,1909. Testimonies were given by physicians and CFI judges to the sanity of Villanueva during the time of the execution.

While judgment was in the course of execution, Elisa Torres Villanueva, the wife of Vicente Sixto Villanueva, petitioned the court to relieved the said defendant from compliance with judgment rendered against him in the suit and to reopen the trial for the introduction of evidence in behalf of the 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, after due consideration, the court decided that when Villanueva 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.

Standard Oil Co. vs Arenas, 19 Phil 363 (cont)

Art. 38. Minority, insanity or imbecility, the state of being a deaf-mute, prodigality and civil interdiction are mere restrictions on capacity to act, and do not exempt the incapacitated person from certain obligations, as when the latter arise from his acts or from property relations, such as easements.

PRESUMPTION OF MENTAL CAPACITY. —

Capacity to act must be presumed to attach to everyperson who has not been previously declared to beincapable, and to continue until the contrary is proven,that is until it is shown that, at the moment of acting, theperson in question was actually incapacitated, insane orout of his mind.

Carrillo vs Jaojoco, 46 Phil 957

FACTS

Carrillo vs Jaojoco, 46 Phil 957 (cont)

Miguela Carrillo, as sister of deceased Adriana Carrillo and current administratrix of the latter's estate, brought action to the CFI Cavite for the annulment of the document of because her sister wasdeclared mentally incapacitated nine days after the transaction. The defendants were absolved from thecomplaint and from this judgment the plaintiff appealed.Nov. 13, 1918 – Adriana is confined in Hospital de San Juan de Dios for cerebral hemorrhage withhemiplegia.(-stroke and half body paralysis) Marcos Jaojoco and his father Justiniano, defendant-appellees, nephew and brother-in-law, respectively to the deceased, were theones who took her to thehospital and cared for her. Dec. 18, 1918 – Adriana left the hospital and called a notary public to executethe sale of land (11 parcels of land in the barrio of Ulong-Tubig, municipality of Carmona, province ofCavite at the price of P4000) to Marcos Jaojoco. Nine days later, she dies and Miguela is appointed judicial administratrix of said estate. (It is interesting to note that Miguela was the surety of her sisterwhen the latter acquired it from her husband in January 1917.)

Carrillo vs Jaojoco, 46 Phil 957 (cont)

ISSUE*

Carrillo vs Jaojoco, 46 Phil 957 (cont)

Whether or not Adrian Carrillo was mentally incapacitated in executing the document of sale.

Carrillo vs Jaojoco, 46 Phil 957 (cont)

RULINGS

Carrillo vs Jaojoco, 46 Phil 957 (cont)

No. The plaintiff's attempt to prove that Adriana was mentally deranged was insufficient. Being confined in a hospital does not prove insanity. Her doctor testified that her sickness did not affect her head butonly ½ of her body. Documents produced before the Court before the execution of the document of sale, shows complex tasks done by Adriana which couldn't be done by a mentally incapacitated personIt must likewise be noted that the other witnesses of the plaintiff, who testified to the incapacity ofAdriana Carrillo, also made transactions with her precisely at the time, when according to them, she wasmentally incapacitated. In view of all of this, which is proven by documents and the testimonies ofwitnesses completely disinterested in the case, it cannot be held that on December 9, 1918, whenAdriana Carrillo signed the document, she was mentally incapacitated.The fact that nine days after the execution of the contract, Adriana Carrillo was declared mentallyincapacitated by the trial court does not prove that she was so when she executed the contract. Afterall, this can perfectly be explained by saying that her disease became aggravated subsequently.Our conclusion is that prior to the execution of the document in question the usual state of AdrianaCarrillo was that of being mentally capable, and consequently the burden of proof that she was mentallyincapacitated at a specified time is upon him who affirms said incapacity. If no sufficient proof to thiseffect is presented, her capacity must be presumed.

People vs Tirol, 102 SCRA 558

FACTS

People vs Tirol, 102 SCRA 558 (cont)

Kosain Manibpol was sleeping with his family in their house when he was awakened by the barking of their dogs. When he got up to investigate, he saw two persons outside their house who had already come up. He asked them what they came for, and they answered that they wanted to borrow part of his land, to which he consented.

After he gave his consent, Kulas Bati suddenly arrived and flashed his flashlight on his face and boxed him. When he fell to the floor, the rest of his assailant's compassions, numbering more than ten, who were all armed with bladed weapons and firearms, also came and hacked or boloed him, his wife and his six children. He and one of his daughters, Undang Kosain, who was about six years old, survived although wounded. They were able to run to the houses of their neighbors, and were later brought to the municipal building where they reported to the police and were given medical attention. Of the 14 suspects, only 2 were apprehended, Ciriaco Baldesco and Bonifacio Tirol. After they were found guilty of the crime of murder of 7 persons , they filed an appeal, during which Baldesco died.

People vs Tirol, 102 SCRA 558 (cont)

ISSUE

People vs Tirol, 102 SCRA 558 (cont)

Whether or not Baldesco will be liable for civil damages.

People vs Tirol, 102 SCRA 558 (cont)

RULINGS

People vs Tirol, 102 SCRA 558 (cont)

Yes, Baldesco will be liable for civil damages.

The court resolved to dismiss this case aas the criminal liability following the doctrine in People vs Sen-daydiego, 81 SCRA 124,134, this appeal will resolved insofat as Baldesco is concerned only for the purpose of determining his criminal liability which is the basis of the civil liability for whicj is the basis of the civil liability for which his estate may be liable.

Art 42 states that criminal liability is extinguished in death. The effect of death upon rights and obligations of the deceased is determined by law, by contract and by will. Civil liability is not extinguished.

Joaquin vs Navarro, 93 Phil 257

FACTS

Joaquin vs Navarro, 93 Phil 257 (cont)

While the battle for the liberation of Manila was raging, the spouses Joaquin Navarro Sr. and Angela Joaquin, together with their three daughters, Pilar, Concepcion, and Natividad, and their son Joaquin Navarro, Jr., and the latter's wife, Adela Conde, sought refuge in the ground floor of the building known as the German Club. During their stay, the building was packed with refugees, shells were exploding around, and the Club was set on fire. Simultaneously, the Japanese started shooting at the people inside the building, especially those who were trying to escape. The three daughters were hit and fell on the ground near the entrance; and Joaquin Navarro, Sr. and his son decided to abandon the premises to seek a safer haven.

They could not convince Angela Joaquin, who refused to join them; and so Joaquin Navarro, Sr., his son, Joaquin Navarro Jr., and his wife and a friend and former neighbor, Francisco Lopez, dashed out of the burning edifice. As they came out, Joaquin Navarro, Jr. was shot in the head by a Japanese soldier ad immediately dropped. Minutes later, the German Club, already on fire, collapsed, trapping many people inside, presumably including Angela Joaquin.

Navarro, Sr., the wife of his son, and Francisco Lopez managed to reach an air raid shelter nearby, and stayed there for three days, when they forced to leave the shelter because the shelling tore it open. They fled towards the St. Theresa Academy where they met Japanese patrols that fired at them.

Joaquin vs Navarro, 93 Phil 257 (cont)

ISSUE

Joaquin vs Navarro, 93 Phil 257 (cont)

Whether Angela Joaquin de Navarro, the mother, died before her son, Joaquin Navarro, Jr.[1]

Joaquin vs Navarro, 93 Phil 257 (cont)

RULING

Joaquin vs Navarro, 93 Phil 257 (cont)

The preceding testimony contains facts quite adequate to solve the problem of survivorship between Angela Joaquin and Joaquin Navarro, Jr. and keep the statutory presumption out of the case. It is believed that in the light of the conditions painted by Lopez, a fair and reasonable inference can be arrived at, namely: that Joaquin Navarro, Jr. died before his mother. While the possibility that the mother died before the son can not be ruled out, it must be noted that this possibility is entirely speculative and must yield to the more rational deduction from proven facts that it was the other way around.

The opposite theory – that the mother outlived her son – is deduced from established facts which weighed by common experience, engender the inference as a very strong probability. Gauged by the doctrine of preponderance of evidence which civil cases are decided this inference ought to prevail. It cannot be defeated as in an instance, cited by Lord Chief Justice Kenyon, “bordering on the ridiculous, where in an action on the game laws it was suggested that the gun with which the defendant fired was not charged with shot, but that the bird might have died in consequence of the fright.” (1 Moore ors Facts, 63 citing Wilkinson vs Payne, 4 T.R. 468)

In conclusion, the presumption that Angela Joaquin de Navarro died before her son is based purely on surmises, speculations, or conjectures without any sure foundation in the evidence.

[1]If the son died first, petitioner would reap the benefits of succession. If mother died first, respondent Antonio, son of Jr. by his first marriage, would inherit.

Evidence of Survivorship need not be direct; it may be indirect, circumstantial or inferential. Where there are facts, known or knowable, from which a rational conclusion can be made, the presumption does not step in, and the rules of preponderance of evidence controls.

Bambalan vs Maramba, 51 Phil 417

FACTS

Bambalan vs Maramba, 51 Phil 417 (cont)

Bambalan's parents Paula Prado and her first husband, Isidro Bambalan received a loan from Genoveva Muerong and German Maramba in 1915. Isidro died leaving Bambalan as the sole heir of his estate. Muerong and Maramba forced Bambalan, who was at that time, a minor, to sell their land as payment for the loan on July 17, 1922. (Proof of transfer to affirm sale Exhibit 1) Bambalan signed, but he said that he was forced to do so since Genoveva Muerong threatened his Mother with imprisonment. Muerong and Maramba bought Bambalan's first cedula to acknowledge the document.

Bambalan vs Maramba, 51 Phil 417 (cont)

ISSUE

Bambalan vs Maramba, 51 Phil 417 (cont)

Whether or not the sale of land to Maramba and Muerong is valid.

Bambalan vs Maramba, 51 Phil 417 (cont)

RULINGS

Bambalan vs Maramba, 51 Phil 417 (cont)

The defendants, by virtue of the document Exhibit 1 alone, did not acquire any right to the property sold as much less, if it is taken into consideration, the plaintiff Isidro Bambalan was a minor and cannot give consent to a contract. (Art. 1327)

While evidence regarding respondent's threat on plaintiff's mother does not decisively support the allegation on intimidation, the document, is still considered void as regards the said plaintiff, for the reason that the latter, at the time he signed it, was a minor, (Art. 1390 (1)) which is clearly shown by the record and it does not appear that it was his real intention to sell the land in question.

The case of Mercado and Mercado vs. Espiritu (37 Phil., 215), wherein the minor was held to be estopped from contesting the contract executed by him pretending to be of legal age, is not applicable since the plaintiff did not pretend to be of age: defendant is aware of plaintiff's age and even bought the latter's first cedula.

The damages claimed by the plaintiff have not been sufficiently proven, because the witness Paula Prado was the only one who testified thereto, whose testimony was contradicted by that of the defendant Genoveva Muerong who, moreover, asserts that she possesses about half of the land in question. There are no sufficient data as regards to the record to award the damages claimed by the plaintiff. His mother was the only witness to this and defendant contradicted her testimony. Hence, no cost is prescribed

Article 38 | Art. 1327 | Art. 1390