

CONRADO SINGSON, PLAINTIFF, VS. DAVID BABIDA, RAMON ANTONIO, JAIME PERALTA, FELINO GARCIA, JOSE MARCOS, RICARDO RABAGO, JAIME BIBIS, FELICIANO TUGADE, BONIFACIO CALPITO, ALFREDO...

G.R. No. L-30096. September 27, 1977

Ponente: AQUINO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/d074a32c0eb3/>

AQUINO, J.:

In a nutshell, this is a case about execution against the supersedeas bonds in an ejectment suit. The bondsmen-appellants contend that the bonds are void and that the judgment in favor of the landowner had already, been satisfied and, therefore, the execution, allegedly vitiated by some irregularities, was; uncalled for.

Actually, as revealed in the 2.50 page, record on appeal, the objective in this appeal of the appellants, who are poor and ignorant farmers, is to, annul the execution sales of their nine parcels of agricultural land, with a total area of thirty-three (33) hectares and an aggregate assessed value of P6,190. The judicial sales (now alleged to be final by the judgment creditor) were made in order to satisfy a judgment for only P1,460, the value of 146 cavans of palay

The gross inadequacy of the price carries with it implications of rapacity and unjust enrichment. It is noteworthy that those 33 hectares, which apparently constitute appellants' only source of livelihood, would become the property of the judgment creditor in satisfaction of a judgment credit of P1,460. These aspects of the case have alerted us to be Vigilant for the protection of the appellants who are disadvantaged or handicapped by their obvious indigence and ignorance (Art. 24. Civil Code).

Facts. — Conrado V. Singson, a lawyer, claims that a certain 24-hectare homestead, located at Barrio Malinta (Finugo), Lasam, formerly Gattaran, Cagayan, was conveyed to him in 1936 by Pedro Babida as payment of his attorney's fees in a murder-case wherein Babida was the accused. Babida, who died in 1950, was the applicant-possessor of the homestead. He was not able to Obtain a homestead patent. Singson's application for a free patent for the land Was denied by the Director of Lands.

On January 22, 1957 Singson filed a forcible entry action in the justice of the peace court of Lasam against David Babida, Ramon Antonio, Jose Marcos, Ricardo Rabago, Jaime Bibis, Bonifacio Calpito, Feliciano Tugade, Jaime Peralta, Alfredo Peralta, Alfredo Garcia, Felino Garcia, and Feliciano Garcia. He alleged that the twelve defendants entered the land in September, 1956 and by means of collective force ousted his tenants.

The defendants in their answer averred that the homestead belonged to David Babida and his coheirs who had continuously possessed it even before the war. (David was the son of Pedro Babida.)

The justice of the peace court in its decision of September 14, 1957 ordered the defendants to vacate the land and allowed Singson to withdraw from Domingo Gerardo, the depository, "the canons of the land" or the owner's share of the harvests (Civil Case No. 34).

The defendants appealed to the Court of First Instance of Cagayan. In their answer they denied that SINGSON was in possession of the land. They claimed to be the possessors of the land as tenants of Pedro Babida. They reiterated their defense that the land belonged to the heirs of Pedro Babida (Civil Case No. 923-A).

To stay the execution of the inferior court's decision, while the appeal in the Court of First Instance was pending, Matias Babida, Victor Garcia, Julian Pacursa and Nicolas Agatep (who are not defendants) executed on March 27, 1958 a "counterbond for the amount of P3,000 to answer for damages (which) the plaintiff might sustain by reason of the crops or produce which they pray to be disposed (of) and deposited". That counterbond is known as the "first supersedeas bond."

After a trial de novo, the lower court in its decision of August 4, 1958 ordered the defendants to restore the possession of the land to Singson and to deliver to him 73 cavans of palay yearly from September, 1956 until the possession is restored to Singson, and, "in default thereof, the sum of P730" as the value of 73 cavans. The depositary was ordered to deliver to Singson 55 cavans of palay to be deducted from the 73 cavans corresponding to the owner's share of the harvests for the crop-year 1956-57.

The twelve defendants appealed to the Court of Appeals. To stay execution pending appeal, Doroteo Ballesteros and Pedro Agatep (not parties to the case) separately executed supersedeas bonds in the sum of P2,000 wherein they undertook "to pay to the plaintiff whatever damages he might sustain as a result of the case. Those undertakings are known as the "second supersedeas bond."

On July 3, 1959 the Court of Appeals dismissed defendants' appeal because of their failure to pay the docket fee and to deposit the estimated cost of printing their record on appeal. The record was returned to the lower court which ordered the execution of its judgment. A writ of execution was issued on April 11, 1960. By virtue of that writ, the deputy sheriff on April 26, 1960 placed Singson's representative in possession of the disputed land.

In compliance with the writ of execution, Singson's representative received 20 cavans of palay from defendant Jaime Peralta on April 26, 1960 and 138 cavans on May 6, 1960 from Bonifacio Calpito, Jaime Bibis, Ramon Antonio, Feliciano Tugade, Felino Garcia and Jaime Peralta or 158 cavans in all. According to Singson, Gerardo did not deliver the 55 cavans of palay to Singson's overseer. The sheriffs return is silent on that point. So, the defendant's remaining obligation under the judgment was to deliver the balance of 134 cavans of palay out of the 292 cavans due from them for four crop years, 1956-57 to 1959-60.

The 134 cavans of palay had an aggregate value of P1,340 at ten pesos a cavan, the value fixed by the trial court in its decision. That sum of P1,340 and the expenses of execution would constitute defendants' liability as of May 6, 1960.

Presumably, to enforce that remaining liability, the sheriff on May 17, 1960 levied upon the lands of defendants Ramon Antonio, Jaime Bibis, Bonifacio Calpito and Alfredo Peralta. The sheriff scheduled the sale of their lands on August 31, 1960.

On August 10, 1960 Singson filed a motion to suspend the auction sale of the properties of Antonio, Bibis, Calpito and Peralta and to include in the auction sale the properties of the six bondsmen, Victor Garcia, Matias Babida, Julian Pacursa, Doroteo Ballesteros, Nicolas Agatep and Pedro Agatep "on the understanding that the properties of the defendants be first sold" "and, if insufficient, then the properties of the bondsmen" should be sold (89-91, Record on Appeal); Singson did not indicate in that motion the balance still due from the defendants.

In filing that motion, Singson did not bother to consider that the lands of the said four defendants, which had already been levied upon and Which have" an aggregate area of ten (10) hectares and a total assessed value of P3,590, were more than sufficient to satisfy the sum of P1,340 as the unpaid balance of the judgment.

The six bondsmen opposed Singson's motion on the grounds that the bonds are void and that execution cannot be had against the bondsmen because no judgment against them had been obtained "in the ordinary manner" (Green vs. Del Rosario, 43 Phil. 547).

The counsel for the bondsmen, like Singson, did not realize that an execution against them, in addition to the levy on, the ten hectare lands of the four defendants, would be unnecessary since, as already, stated, those ten hectares are more than sufficient for the payment of the sum of P1,340, the Unsatisfied balance of the judgment.

The lower court granted Singson's motion in its order of September 10, 1960 but because neither Singson nor the sheriff informed the court, of the exact balance still, due from the defendants, and the sheriff's return was overlooked, the court acted under the impression that, the amount due from the defendants and their bondsmen was in the sum of P730 only. That was the value of the owner's share of the harvests for one crop-year.

Undoubtedly, the lower court, would not have granted Singson's motion had it been apprised that the ten hectares belonging to the aforementioned four defendants, which had already been levied upon, were more than adequate to answer for the liability of P730.

The above-mentioned order of September 10, 1960, an order of execution supplementing the original order of execution of February 23, 1960, reads as follows:

"As prated for, the deputy sheriff is hereby directed to include in the notice of sale the properties of the sureties in the supersedeas bond who are held liable jointly and severally with the defendants to the plaintiff in the sum of P730 but before collecting this sum from the sureties, the properties of the principals not exempt from execution must first be exhausted and whatever amount remains unpaid half be chargeable to the sureties but in no case shall it exceed P730" (134, 183, Record on Appeal).

Plaintiff Singson and the defendants accepted the said order as correct. However, the sheriff did not immediately implement it.

On September 14, 1960, he asked the court that he should be directed to make first a levy on the properties of the bondsmen and that he be required to sell the bondmen's properties only "in the event that the proceeds of the sale of the properties of the principals are not sufficient to satisfy the judgment" (94, Record on Appeal). However, the sheriff did not specify the balance of the judgment for which the levy should be made. The court did not act on the sheriff's motion.

On January 9, 1961 Singson filed a motion for execution against the first supersedeas bond which, according to him, was involuntarily omitted in the aforementioned order of September 10, 1960. Again, Singson, like the sheriff, did not state how much was still due from the defendants. Singson averred in his motion that the first supersedeas bond covered "the damages occasioned to the plaintiff from the filing of the complaint in the justice of the peace court up to August 4, 1958," when the Court of First Instance rendered its decision, and that the second supersedeas bond covered the damages from August 4, 1958 up to the time the appeal was dismissed by the Court of Appeals (96-97, Record on Appeal).

The bondsmen opposed the motion on the ground that the supersedeas bond was not necessary since the justice of the peace court did not adjudge any compensation for the use and occupation of the homestead, citing *Alandy vs. San Jose*, 79 Phil. 811.

The bondsmen did not invite the attention of the lower court to the misleading character of Singson's motion. It seemed to be misleading because the order of September 10, 1960 does not indicate that it is an order of execution against the second supersedeas bond and that it is not applicable to the first supersedeas bond.

The lower court in its order of January 28, 1961, manifestly disregarding the clarification in Singson's motion, explained that the second "supersedeas bond would answer for the value of the produce from the land during the pendency of the appeal" in the "amount of P730" (1959-1960 crop year), while the first supersedeas bond would not answer for the produce of the land from September, 1956 but would answer only for the produce of the land from March 27, 1958 (when it was approved) up to January 13, 1959 when the second supersedeas bond was approved, or for the owner's share for the 1958-1959 crop-year.

The lower court categorically ordered the execution against the first supersedeas bond only for the sum of P730 (as in the case of the second supersedeas bond) on condition that "before the (first supersedeas) bond is executed, the principals must first be directed to pay the said sum and if they fail to pay, execution shall issue against the sureties for the amount of P730" (103, Record on Appeal).

Thus, the trial court, by reason of the motion of Singson, the judgment creditor, and with his tacit acquiescence, novated its final and executory judgment by reducing the obligations covered by the two supersedeas bonds to P730 each. The trial court made it unmistakably clear that the liability of the bondsmen was only subsidiary to that of the defendants as principals, meaning that the bondsmen are entitled to the beneficium excussionis or the right to have the properties of their principals exhausted before they could be liable on their bonds.

The trial court's act of fixing the liabilities of the six bondsmen at PI .460 is directly attributable to the failure of the sheriff and Singson (inadvertently or deliberately) to call the court's attention to the fact that 158 cavans had already been delivered to Singson and to apprise it of the exact amount still due from the twelve judgment debtors.

On March 3, 1961 another writ of execution (the first was issued on April 12, 1960 and it was supplemented by the order of September 10, 1960) was issued, directing the sheriff to require the twelve defendants to pay the sum of P730 to Singson and, should they fail to pay, to enforce payment against the so-called "first supersedeas bond" filed by Matias Babida, Victor Garcia, Julian Pacursa and Nicolas Agatep.

To do justice in this case, it is necessary to recount in detail the proceedings conducted by the sheriff under the two writs of execution so that the validity of the execution sales on June 27 and 30, 1961, which is the main issue, may be judiciously resolved.

Execution sale on June 27, 1961 involving the first supersedeas bond. — To implement the writ of execution of March 3, 1961 against the first supersedeas bond, the sheriff served a written demand on March 8, 1963 upon the four aforementioned sureties to pay the sum of P730 plus the expenses and commission in the sum of P39.80. It should be noted that the sheriff did not comply with the mandate in the writ that he should first require the twelve defendants to pay the said sum of P730.

As the four sureties did not heed his demand, the sheriff on March 28, 1961 levied upon the lands of three of the sureties described in the first supersedeas bond and in the writ of execution. The sheriff inexplicably did not levy on the land of Nicolas Agatep, the fourth surety.

The sheriff scheduled on June 27, 1961 the sale of the lands of the three sureties, Babida, Garcia and Pacursa. In the notice of sale, announcing the auction sale on June 27, 1961, the sheriff, in quoting the writ of execution of March 3, 1961, omitted the court's order requiring him to first direct the twelve principals or defendants to pay the sum of P730 (which order is found in the writ of execution and which omission has been capitalized upon by the bondsmen in this appeal as an irregularity vitiating the execution proceedings).

On June 27, 1961, the day of the auction sale, Singson was the only bidder. His bid was as follows: P300 for the land of Babida, P50 for the land of Garcia, and P569.30 for the land of Pacursa or P919.30 in all. He had adjusted

his bids in such a way that they would equal that sum of P919.30, the amount for which the execution sale was to be held, consisting of P730 as principal obligation, P167.50 as publication expenses, and P21.80 as sheriff's commission and other expenses.

Thus, the three parcels of land of the sureties, Babida, Garcia and Pacursa, with a total area of more than 21 hectares and an aggregate assessed value of P2,780, were sold to Singson for P919.30 only.

The execution sale on June 30, 1961 involving the second super-sedeas bond.—The judicial sale on June 30, 1961 was based on the first or original writ of execution of April 11, 1970 (as to which the sheriff had made a return on July 16, 1960).

It should be recalled that to satisfy that writ of execution Singson was placed in possession of the 24-hectare homestead on April 12, 1960 and the defendants delivered to his overseer on April 26 and May 6, 1960 755 cavans of palay, thus leaving an unsatisfied balance of 134 cavans of palay valued at P1,340.

The life of that writ of execution was prolonged because, as noted earlier, on May 17, 1960 or within the reglementary sixty-day period (see sec. 11, Rule 39, Rules of Court), the sheriff, apparently to satisfy the said balance of P1,340, made a levy on ten hectares of land belonging to defendants Antonio, Bibis, Calpito and Alfredo Peralta, with a total assessed value of P3,590.

That writ of execution was supplemented by the lower court's aforequoted order of September 10, 1960 which allowed the sheriff to make a further levy on the lands of Doroteo Ballesteros and Pedro Agatep, the sureties on the "second supersedeas bond," to satisfy an obligation amounting to P730 only, the judgment debtors' supposed liability for Singson's share of the harvests for the 1959-60 crop-year.

The confusion in the exact amount of the judgment still unsatisfied was due to the failure of the sheriff, Singson and the lawyer for the defendants and the six bondsmen to call the attention of the trial court to the fact that the balance still due amounted only to P1,340.

The trial court itself was probably unaware that 158 cavans of palay (138 only according to Singson because the 20 cavans of Jaime Peralta were allegedly receipted for twice by his overseer) worth P1,580 had already been delivered to Singson's overseer.

The sheriff sent a sort of demand letter dated September 19, 1960 to Doroteo Ballesteros and Pedro Agatep, the sureties in the "second supersedeas bond," apprising them of the order of September 10, 1960 and impliedly requiring them to make a "deposit" but not particularizing on the nature of the deposit which was required. The sheriff did not specify the amount of the judgment still unpaid. In that demand letter, as in his prior actuaciones, the sheriff was not candid as to the exact balance of the judgment which should be satisfied. So, he did not specify what Ballesteros and Agatep should deposit or pay to his office.

For several months, the sheriff did not follow up his demand letter. The record does not show whether he made any levy on the lands of Ballesteros and Pedro Agatep.

Then, in a notice of sale dated April 25, 1961 (more than a year after the issuance of the writ of execution under which he was acting), he announced that the properties of Ballesteros, Pedro Agatep and Alfredo Peralta would be sold at public auction on June 30, 1961.

Alfredo Peralta is one of the twelve defendants. The sheriff on May 17, 1960 levied upon his riceland with an area of 26,797 square meters and on his residential land with an area of 990 square meters, or an aggregate area of 27,787 square meters. The two parcels of land have a total assessed value of P1,180 in 1961.

As already noted, in that levy of May 17, 1960, the sheriff also levied upon (a) the sugarland and orchard of

Ramon Antonio with a total area of four hectares and an assessed value of P1,000; (b) the sugarland of Jaime Bibis, with an area of two hectares and an assessed value of P850, and (c) the sugarland, orchard and riceland of Bonifacio Calpito with an area of 15,000 square meters and a total assessed value of P560.

Without any explanation, the sheriff abandoned the levy on the lands of Antonio, Bibis and Calpito and continued with the levy on the land of Alfredo Peralta (not Garcia), which, as above stated, he advertised for sale together with the lands of Ballesteros and Pedro Agatep.

The land of Ballesteros has an area of 20,019 square meters and an assessed value of P640 while the three (3) parcels of land of Agatep have a total area of 78,380 square meter and a total assessed value of P1,590.

In the notice of sale the sheriff stated that Peralta's land was being sold "in order to satisfy the different amounts specified" in the writ of execution. He did not mention the writ of execution he was referring to nor the exact amount to be satisfied.

On the other hand, in the same notice of sale, he stated that he was going to sell the lands of Ballesteros and Pedro Agatep in order to satisfy the sum of P730, as indicated in the order of September 10, 1960. The sheriff also stated that amount of P730 should first be collected from the twelve defendants or principal debtors but he did not state whether he had exhausted the properties of the said principals.

In fact, in the same notice of sale, he stated that he was going to sell the property of Alfredo Peralta, a defendant or principal debtor, which land, as already stressed, has an area of 27,787 square meters and an assessed value of P1,180 and which, ordinarily, would suffice (even as dation in payment) to satisfy the principal obligation of P730.

On the other hand, the lands of Ballesteros and Agatep were also more than sufficient for the payment of the said sum of P730, thus rendering unnecessary the sale of Peralta's land.

In that same notice of sale the sheriff ambiguously or meaningless stated that the proceeds of the execution sale on June 30, 1960 would be "applied for the judgment and order" whatever that means. In contrast, in the notice for the execution sale scheduled on June 27, 1960, the sheriff categorically stated that the properties of the sureties, Matias Babida, Victor Garcia and Julian Pacursa would be sold "to satisfy the import of the execution and other expenses incident thereto" or the sum of P730 and the costs of execution.

As repeatedly stated, the sheriff scheduled the auction sale of the lands of Peralta, Ballesteros and Agatep on June 30, 1960. At that auction sale, the only bidder was Singson. The lands were sold to him. The obligations for which the five parcels of land were to be sold amounted to P1,264.77 (not P1,254.77) consisting of (a) P730 as the value of 73 cavans of palay (the basic obligation), (b) P227.50 as publication expenses, and (c) P307.27 presumably for the other expenses of the sheriff.

As in the previous sale on June 27, 1961, Singson adjusted his bids for the five parcels of land so that his total bid would not exceed P1,264.77. Thus, he made the following bids: P394.49 for Alfredo Peralta's land; P217.57 for the land of Ballesteros and P217.57 also for each of the three parcels of land of Pedro Agatep.

Note that for the execution sale on June 27, 1960 in connection with the "first supersedeas bond," the sheriff stated with certitude that he was going to sell the lands of the three sureties, Babida, Garcia and Pacursa, to satisfy the principal obligation of P730, plus P167.50 as publication expenses and P21.80 as his other expenses, or for a total sum of P919.30.

In contrast, for the execution sale on June 30, 1961, which was made for the sum of P1,264.77, the sheriff specified that he was going to sell the lands of the judgment debtor Peralta and the two sureties, Ballesteros and

Agatep, to satisfy the principal obligation of P730 and the publication expenses amounting to P227.50. But the record does not show what expenses incurred by the sheriff constitute the remainder of P307.27.

The two notices dated April 19 and 25, 1961, scheduling the sales on June 27 and 30, 1961, respectively, were both published hectares and an assessed value of P850, and (c) the sugarland, orchard and riceland of Bonifacio Calpito with an area of 15,000 square meters and a total assessed valued of P560.

Without any explanation, the sheriff abandoned the levy on the lands of Antonio, Bibis and Calpito and continued with the levy on the land of Alfredo Peralta (not Garcia), which, as above stated, he advertised for sale together with the lands of Ballesteros and Pedro Agatep.

The land of Ballesteros has an area of 20,019 square meters and an assessed value of P640 while the three (3) parcels of land of Agatep have a total area of 78,380 square meter and a total assessed value of P1,590.

In the notice of sale the sheriff stated that Peralta's land was being sold "in order to satisfy the different amounts specified" in the writ of execution. He did not mention the writ of execution he was referring to nor the exact amount to be satisfied.

On the other hand, in the same notice of sale, he stated that he was going to sell the lands of Ballesteros and Pedro Agatep in order to satisfy the sum of P730, as indicated in the order of September 10, 1960. The sheriff also stated that amount of P730 should first be collected from the twelve defendants or principal debtors but he did not state whether he had exhausted the properties of the said principals.

In fact, in the same notice of sale, he stated that he was going to sell the property of Alfredo Peralta, a defendant or principal debtor, which land, as already stressed, has an area of 27,787 square meters and an assessed value of P1,180 and which, ordinarily, would suffice (even as dation in payment) to satisfy the principal obligation of P730.

On the other hand, the lands of Ballesteros and Agatep were also more than sufficient for the payment of the said sum of P730, thus rendering unnecessary the sale of Peralta's land.

In that same notice of sale the sheriff ambiguously or meaningless stated that the proceeds of the execution sale on June 30, 1960 would be "applied for the judgment and order" whatever that means. In contrast, in the notice for the execution sale scheduled on June 27, 1960, the sheriff categorically stated that the properties of the sureties, Matias Babida, Victor Garcia and Julian Pacursa would be sold "to satisfy the import of the execution and other expenses incident thereto" or the sum of P-730 and the costs of execution.

As repeatedly stated, the sheriff scheduled the auction sale of the lands of Peralta, Ballesteros and Agatep on June 30, 1960. At that auction sale, the only bidder was Singson. The lands were sold to him. The obligations for which the five parcels of land were to be sold amounted to P1,264.77 (not P1,254.77) consisting of (a) P730 as the value of 73 cavans of palay (the basic obligation), (b) P227.50 as publication expenses, and (c) P307.27 presumably for the other expenses of the sheriff.

As in the previous sale on June 27, 1961, Singson adjusted his bids for the five parcels of land so that his total bid would not exceed P1,264.77. Thus, he made the following bids: P394.49 for Alfredo Peralta's land; P217.57 for the land of Ballesteros and P217.57 also for each of the three parcels of land of Pedro Agatep.

Note that for the execution sale on June 27, 1960 in connection with the "first supersedeas bond," the sheriff stated with certitude that he was going to sell the lands of the three sureties, Babida, Garcia and Pacursa, to satisfy the principal obligation of P730, plus P167.50 as publication expenses and P21.80 as his other expenses, or for a total sum of P919.30.

In contrast, for the execution sale on June 30, 1961, which was made for the sum of P1,264.77, the sheriff specified that he was going to sell the lands of the judgment debtor Peralta and the two sureties, Ballesteros and Agatep, to satisfy the principal obligation of P730 and the publication expenses amounting to P227.50. But the record does not show what expenses incurred by the sheriff constitute the remainder of P307.27.

The two notices dated April 19 and 25, 1961, scheduling the sales on June 27 and 30, 1961, respectively, were both published in the Manila Chronicle. Two publication fees in the sums of P167.50 and P227.50 were paid. Confusion could have been avoided and expenses could have been reduced if Singson, the sheriff and the lawyers of the parties had taken the trouble of apprising the trial court of the true balance still due from the twelve judgment debtors after 158 cavans of palay (138 according to Singson) had been delivered to the judgment creditor on April 26 and May 6, 1960.

The proceedings under the two execution sales involving the nine parcels of land may be recapitulated as follows:

Owner

Nature of Land

Area in Assessed Sq. Meters

Value

Bid Price

MATIAS BABIDA

-

Riceland and Orchard

52,682

P 1,480.00

P300.00

VICTOR GARCIA

-

Riceland

5,000

P 150.00

P 50.00

JULIAN PACURSA - Orchard and Riceland

155,320

P 1,150.00

P569.30

ALFREDO PERALTA Riceland

26.797)

P 1,180.00

P394.49

(not Garcia)

Res. land

990)

DOROTEO BALLESTEROS - Farmland

20,019

P 640.00

P217.57

PEDRO AGATEP

- Riceland

21,380)

P 620.00

P217.57

Corn land

28,500)

P 750.00

P217.57

Farmland

28,500)

P 220.00

P217.57

339,188

P 6,190.00

P 2,184.07

vvvvvvvv

vvvvvvvv

Other proceedings. — On June 27 and 30, 1961 the sheriff executed the respective certificates of sale in favor of Singson for the nine parcels of land. He specified that the period of redemption would expire "within one (1) year, counted from this date of sale." The two certificates of sale were registered on August 18, 1961.

The sheriffs two returns, dated July 7 and August 8, 1961, for the two execution sales, were filed in court only on August 12, 1961.

In a final certificate of sale dated July 3, 1962 the sheriff conveyed to Singson the parcels of land of the sureties Babida, Garcia and Pacursa. He noted that the one-year period of redemption had already expired and they had not made any redemption. That final deed of sale was registered on July 26, 1962. A copy of the final deed for the lands of Peralta, Ballesteros and Agatep was not included in the record on appeal.

On August 15, 1962, Singson filed an ex parte motion for a writ of possession. He alleged that the final deeds of sale for the lands sold to him on June 27 and 30, 1961 were executed in his favor by the sheriff. The twelve defendants or judgment debtors and the six bondsmen opposed that ex parte motion.

On September 5, 1962 the defendants and the bondsmen filed a lengthy "supplementary pleading" wherein they prayed that the execution sales held on June 27 and 30, 1961 be declared void because the obligations of the sureties may be regarded as extinguished with the delivery of the 158 cavans of palay to Singson's overseer and because the sureties were not given the benefit of exhaustion of the principal debtors' properties.

Singson opposed that supplementary pleading.

The trial court in its order of September 20, 1962 denied the motion of the bondsmen and the defendants and granted Singson's motion a writ of possession. The motion for the reconsideration of that order was denied by the trial court in his order of November 14, 1962. The twelve defendants did not appeal.

The six bondsmen appealed to the Court of Appeals. That Court in its resolution of November 29, 1968 certified the appeal to this Court because the appeal involves a question of law, which is the legality of the execution sales on June 27 and 30, 1961 (CA-G.R. No. 32008-R).

Issues. — The main issue is the validity of the execution sales. The bondsmen contend that the sales are void because

(1) their liabilities on their supersedeas bonds had already been extinguished before the sales were made; (2) the sheriff did not comply with the court's order that the properties of the principals should first be exhausted, and (3) the sale on June 27, 1961 was in contravention of the writ of execution while the sale on June 30, 1961 was not based at all on any writ of execution.

Singson did not file any appellee's brief, thus giving the impression that, after he had attained his objective of recovering possession of the disputed homestead and after receiving 158 cavans of palay, any adjudication in this appeal adverse to him would not make his position worse.

That inference is strengthened by his failure to controvert the lower court's orders of September 10, 1960 and January 28, 1961, reducing his claim for the owner's share of the harvests to 146 cavans only or for only two crop-years.

Ruling, — It should be clear by now that this is not a typical ejectment suit involving urban land. This is a controversy between the person claiming to be the rightful possessor of a homestead (seventeen hectares of which are ricetands) and the cultivators thereof who claim to be tenants of the deceased former possessor and who drove away the second possessor's tenants.

The case, involving as it did the use and cultivation of agricultural land, could have come within the jurisdiction of the Court of Agrarian Relations (Sec. 7, Republic Act No. 1267; *Ojo vs. Jamito*, 83 Phil. 764).

However, as the case was tried on the theory that it was an ordinary forcible entry case, falling within the exclusive original jurisdiction of the inferior court, it should be assumed that the lower courts had rightfully exercised jurisdiction over the case.

(1) The appeal can be disposed of by holding that the two so-called supersedeas bonds, which gave rise to the execution sales under attack, are void because they were not signed by the twelve defendants or judgment debtors as principal obligors. They were signed only by the six sureties. Not having been signed by the principal debtors, the supersedeas bonds do not evidence any principal obligation and are devoid of consideration as to the sureties who have no privity with the judgment creditor nor any liability to him. (*Manila Railroad Company vs. Alvendia*, L-22137, May 19, 1966, 17 SCRA 154; *School Dist. No. 80 vs. Lapping*, 100 Minn. 130, 110 N. W. 849).

(2) Other reasons for holding the two supersedeas bonds void are that the first supersedeas bond was not warranted under the judgment of the justice of the peace court and the second supersedeas bond was required in the trial court's order which was issued when it had no more jurisdiction over the case.

A supersedeas bond in an ejectment case is usually filed in the inferior court and approved by it and "executed to the plaintiff to enter the action in the Court of First Instance." It covers "the rents, damages and costs down to the time of the final judgment" (Sec. 8, Rule 72, old Rules of Court, now sec. 8, Rule 70).

The supersedeas bond answers only for the rentals or the reasonable compensation for the use and occupation of the premises as fixed in the judgment of the inferior court (De Laureanos. Adil, L-43345, July 29, 1976, 72 SCRA 148, 155).

In the instant case, the justice of the peace court did not adjudge any rentals or reasonable compensation for the use and occupation of the homestead. That court allowed "the plaintiff to withdraw the canons of the land" from the depositary. Hence, there was no occasion or justification for requiring a supersedeas bond. For that reason, the "first supersedeas bond" was not necessary and is, therefore, a nullity. Any execution against it would likewise be a nullity.

With respect to the "second supersedeas bond," it should be underscored that the lower court approved defendants' record on appeal in its order of September 6, 1958, wherein it directed the clerk of court to elevate the same to the Court of Appeals. The appeal was deemed perfected on that date.

On September 23, 1958, or seventeen days after the perfection of the appeal, Singson filed a motion for execution. The lower court, instead of granting that motion, required the defendants in its order of September 27, 1958 to file a supersedeas bond.

It is incontestable that the lower court had no more jurisdiction to issue that order because after the perfection of the appeal "the trial court loses its jurisdiction over the case, except to issue orders for the protection and preservation of the rights of the parties which do not involve any matter litigated by the appeal" (Sec. 9, Rule 41, Rules of Court).

Applying section 9, Rule 41, it was held that after the perfection of the appeal the trial court cannot order the execution of its judgment pending appeal because execution is a proceeding affecting the rights of the parties which are the subject matter of the judgment, from which appeal is taken, and its purpose is not to protect and preserve the subject matter of the litigation (Cabilao vs. Judge of the Court of First Instance of Zamboanga, L-18454, August 29, 1966, 17 SCRA 992, 2 Moran's Comments on the Rules of Court, 1970 Edition, pp. 434-6).

It follows that the "second supersedeas bond" which Doroteo Ballesteros and Pedro Agatep executed, as required in the lower court's invalid order of September 27, 1958, is void ab initio. The execution sale based on that supersedeas bond is likewise void.

(3) Other aspects of the supersedeas bonds may be pointed out to show their void character. The bonds are in English and might not have been understood by the ignorant sureties (See art. 1332, Civil Code).

The first supersedeas bond was filed "to answer for damages (which) the plaintiff might sustain by reason of the crops or produce which they (the defendants) pray to be disposed (of) and deposited" whatever that means. In that bond, the sureties solidarity "undertake to pay to the plaintiff whatever damage he might sustain as a result of the produce (sic), but not to exceed the amount of P3.000," and, "for the payment thereof," the defendants "encumber and constitute a first lien in favor of the plaintiff upon" certain real properties.

In the second supersedeas bond, the sureties bound themselves "to pay to the plaintiff whatever damages he might sustain as a result" of the ejectment case and, for that purpose, the sureties encumbered and constituted a first lien in favor of the plaintiff upon their real properties.

The two bonds were supposed to answer for the damages caused to Singson by the defendants. But the tenor and provisions of the two bonds do not define unequivocally the nature of the sureties' liability to Singson. The judgments of the justice of the peace court and the Court of First Instance, which were supposed to be stayed by the said bonds, are not quoted or recited in the said bonds.

It should be borne in mind that the justice of the peace court and the Court of First Instance did not require the defendants to pay "damages" to Singson. The lower court required the defendants to deliver to Singson 73 cavans yearly from September, 1956 until the possession of the homestead was restored to him. Those 73 cavans were not "damages" but Singson's share of the harvests as owner or possessor of the homestead.

It is exceedingly doubtful if the vague and uncertain provisions of the supersedeas bonds justified the execution against the properties of the sureties.

(4) There is some basis for appellant's contention that the execution sales in questions were invalid because the judgment debtors' obligation was extinguished by the lower court's orders of September 10, 1960 and January 28, 1961, reducing their liability for the owner's share of the harvests to 146 cavans of palay or P1,460.

In those two orders, the trial court had novated its judgment without any protest on the part of the judgment creditor. It is an undisputed fact that, as heretofore repeatedly emphasized, the judgment debtors had delivered to Singson's oversees 158 cavans of palay valued at P1,580, an amount which is more than the reduced liability of P1,460. That explains why the defendants and the sureties contended in the lower court that its judgment had already been satisfied and that, therefore, further execution was not in order.

(5) But even if the supersedeas bonds could be proper bases for selling at public auction the properties of the five sureties, to satisfy the defendants' liability to deliver 146 cavans of palay to Singson or to pay him P1 ,460, it would not follow that the execution sales are valid.

The two execution sales are void because of gross inadequacy of price which is shocking to the conscience (Director of Lands vs. Abarca, 61 Phil. 70; Warner, Barnes & Co. vs. Santos, 14 Phil. 446, 449; Philippine National Bank vs. Gonzalez, 45 Phil. 693).

Nine parcels of land, with a total area of more than 33 hectares and an aggregate assessed value of P6,190 were sold to satisfy total obligations amounting to P2,184.07 (of which P1,460 constituted the main obligation). Thirty-three hectares of land were ceded to the judgment creditor to satisfy a judgment for 146 cavans of palay.

If we sustain the execution sales, the iniquitous and oppressive result would be that Singson, after recovering possession of the 24-hectare homestead and receiving 158 cavans of palay, out of the 292 cavans of palay adjudged in his favor, would, in addition, be awarded 33 hectares of land (presumably more valuable than the 24-hectare homestead in litigation) to satisfy the balance of the judgment in the sum of P1340, the value of the undelivered 134 cavans (or P1,460, according to the trial court's computation).

While this Court sits, that patent injustice cannot be tolerated.

WHEREFORE, the execution sales held on June 27 and 30, 1961 are declared void and the trial court's orders of September 20 and November 14, 1962, denying the petition to set aside those sales and granting Singson's motion for a writ of possession, are reversed and set aside. Costs against respondent-appellee Singson.

SO ORDERED.

Fernando (Chairman), Barredo, Antonio, Concepcion Jr., and Santos, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.