

**CELERINO TIONGCO, AS ADMINISTRATOR OF THE ESTATE OF
LUCAS BATALLONES, PLAINTIFF AND APPELLANT, VS. CATALINO
NAVARRO AND DAVID BATALLONES, DEFENDANTS. CATALINO
NAVARRO, APPELLANT.**

G.R. No. 14155. October 29, 1919

Ponente: JOHNSON, J.

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JOHNSON, J.:

This action was originally commenced in the Court of First Instance of the Province of Laguna on the 26th day of February, 1915. Its purpose was:

- (a) To obtain an injunction against the defendant Catalino Navarro, his agents, representatives, etc., to prohibit them from interfering with certain real and personal property described in the complaint;
- (b) To declare that certain contracts, marked Exhibits A, B, C and D, be held to be evidences of loan of money and in no manner pactos de retro;
- (c) To declare that a certain document marked Exhibit F had been rescinded by the parties thereto;
- (d) That the property described in subparagraphs (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint be declared to be the property of the deceased, Lucas Batallones ;
- (e) That Catalino Navarro be ordered to return to the plaintiff all of the property described In subparagraphs (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint ;
- (f) That Catalino Navarro be adjudged to pay to the plaintiff the sum of P30,000 for each year from the time on which he took possession of said property, (a), (b), (c), (d), (e) and (f) ; and
- (g) To charge the costs of the action against the defendants.

The defendant Catalino Navarro answered the complaint by a general and special defense. In his general defense he denied under oath each and all of the allegations of the complaint. In his special defense he alleged that all of the property described in said subparagraphs (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint had been sold to him during the lifetime of Lucas Batallones, under a pacto de retro; that Lucas Batallones having failed to repurchase the same in accordance with the terms of said sale, the title had been consolidated in him, the defendant. The defendant Catalino Navarro presented other defenses which, because of the view which we have taken of the case, we deem it unnecessary here to mention.

The defendant David Batallones, after denying generally and specifically all of the facts alleged in the complaint, alleged that he had been included in the action for no other purpose than to annoy and molest him, and asked that a judgment in the sum of P500 as damages for such annoyance be rendered against the plaintiff and in his favor.

Upon the issue thus presented, and after trial, the Honorable Pedro Concepcion, judge, rendered a judgment in

which he declared: (a) That the contracts marked Exhibits A, B, C and D were simple loans of money with a guaranty of the land described in each of them; (b) that the estate of Lucas Batallones was indebted to the defendant Catalino Navarro in the sum of P32,105.90, with interest at the rate of 6 per cent annually from the 29th day of March, 1914; (c) that the estate of Lucas Batallones pay to the defendant or deposit with the clerk of the court, within thirty days following" the date when the decision should become final, the said sum of P32,105.90 with its interest; (d) that the defendant Catalino Navarro deliver to the plaintiff all of the property involved in the litigation, that is to say, the property described in subparagraph (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint; and (e) that the register of deeds cancel the certificates of title issued, under the Torrens system bearing the numbers 285 and 1263, to Catalino Navarro, and to issue the same certificates in favor of Lucas Batallones. David Batallones seems to have been relieved from all liability under the complaint. No judgment was rendered for costs by the lower court. From that judgment both the plaintiff and the defendant Catalino Navarro appealed to this court.

An examination of the record brought to this court shows that certain facts are not disputed. They are: (1) That during the lifetime of Lucas Batallones he became indebted to Catalino Navarro in certain large sums of money; and (2) that Lucas Batallones, in order either to pay or to secure the payment of said sums of money, executed and delivered to Catalino Navarro certain contracts relating to or covering the real and personal property described in subparagraphs (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint. Whether or not said contracts were mere evidences Of loan with a guaranty of the property described therein, or whether they were pactos de retro, will be our particular purpose now to ascertain.

First, with reference to parcel A —Examining the rights of Catalino Navarro as they appear in the various contracts relating to parcel A, we find that on the 21st day of October, 1911, Lucas Batallones executed and delivered to Catalino Navarro a mortgage (Exhibit T) for the sum of P4,800, in which said parcel A was given as a guaranty for the payment of said sum. Said Exhibit T recited that it was executed and delivered in payment of money which Lucas Batallones had received from Catalino Navarro on the 2d of September, 1911, and since the month of September, 1911. Later, on the 30th day of March, 1912, Lucas Batallones executed and delivered to Catalino Navarro a certain contract (Exhibit A) for the sum of P10,344, which contract the plaintiff claims was for the payment of a mere loan, giving the land (parcel A) as a guaranty of the payment of said sum; while the defendant claims that said contract (Exhibit A) was a pacto de retro. For the purpose of determining whether the said contract was a mere loan or a pacto de retro, its terms must be examined. The important terms of the contract determinative of its character are found in the following paragraphs of the same:

"Second. I likewise declare that in the months of September and October 1911, and January and March 1912, I have received from Don Catalino Navarro the sum of P10,344 in coin, which sum I hereby acknowledged to be indebted to the aforesaid Don Catalino Navarro.

"Third. That in consideration of the sum of ten thousand three hundred and forty-four pesos (P10,344) which I owe Don Catalino Navarro, as set forth in the preceding paragraph, I hereby sell, cede, alienate and transfer to the said Don Catalino Navarro, his heirs and assignees, the extensive land belonging to me situated in the barrio of Diezmo and described in the first paragraph of this contract.

* * * * *

"Fifth. This sale is made under the condition that, if within two years extendible to another two years, at the discretion of the contracting parties herein, I would be able to pay back the sum of P10,344, Philippine currency to Don Catalino Navarro, I shall have the right to repurchase the land object of this sale. But if the term aforementioned shall have elapsed without my having made use of the right of repurchase, this sale shall become binding and irrevocably consummated.

"Sixth. The present sale with pacto de retro is likewise made under the following conditions:

"(a) That during the lifetime of my right of repurchase over the land described in the first paragraph of this contract, I shall occupy said land as a lessee and as such I will pay Don Catalino Navarro beginning on this date a yearly rent of P2,068.80, Philippine currency.

"(b) That during the time my right of repurchase over the land leased is subsisting, I shall be responsible for the payment of the land tax thereof as well as the observance of the municipal ordinances and sanitary regulations. Finally, I shall likewise bear any other taxes or imposts which may hereafter be burden upon the land leased. *

* *

"Seventh. I, Catalino Navarro, do hereby declare on my part that I accept this sale with pacto de retro made by Don Lucas Batallones to my favor under the precise terms written in this document."

Second, with reference to parcels B and C.—The record shows that Lucas Batallones executed and delivered to Catalino Navarro a contract (Exhibit B) which the plaintiff claims was evidence of a loan for the sum of P1,800 and that the lands described therein, parcels B and C, were given as a guaranty; while the defendant claims that said contract (Exhibit B) was a pacto de retro. The language of the contract (Exhibit B) must determine whether it was in the nature of a loan or a pacto de retro. The following are the important terms of said contract upon that question:

"Second. That in consideration of the sum of one thousand eight hundred pesos (P1,800), Philippine currency, which has been paid to me this day in coin and to my own satisfaction by Don Catalino Navarro, I hereby sell, cede, alienate and transfer to the said Don Catalino Navarro, his heirs and assignees, the two parcels of land described in the preceding paragraph.

"Third. The parcels of land aforesaid are free from any burden or lien and I promise to warranty said land in case of eviction.

"Fourth. That this sale is made under the express condition that, if within two (2) years extendable to another two years, in the discretion of the contracting parties herein, to be counted from the execution of this contract, I would be able to pay back to Don Catalino Navarro the sum of one thousand eight hundred pesos (P1,800), Philippine currency, I shall have the right to repurchase the lands described in this document of sale. But if the term aforementioned shall have elapsed without my having made use of the right of repurchase, this sale shall become binding and irrevocably consummated.

"Fifth. That this sale with pacto de retro is likewise made under the following conditions:

"(a) That during the lifetime of Don Lucas Batallones' right of repurchase, he shall retain the possession of the land sold as a lessee and as such he shall pay a yearly rent of three hundred and sixty pesos (P360), Philippine currency, to Sr. Catalino Navarro.

"(b) That during the lifetime of his right of repurchase Don Lucas Batallones y Batas shall be responsible for the payment of the land tax thereof and the observance of the municipal ordinances and sanitary regulations of the town of Cabuyao as well as all other kinds of imposts and taxes which may hereafter be burdened upon the lands sold.

"Sixth. I, Catalino Navarro, do hereby declare on my part that I accept this sale with pacto de retro made by Don Lucas Batallones y Batas to my favor under the precise terms written in this document."

Third, with reference to parcel D.—The record shows that on or about the 27th day of June, 1911, Lucas Batallones purchased said parcel D from Sunico, who was then representing Chuidian, Buenaventura y Cia., in liquidation, for the sum of P6,000 (Exhibits H and D) ; that in order to perfect said purchase for the sum of P6,000, Lucas Batallones received from Catalino Navarro, on the 27th day of June, 1911, the sum of P5,500, and on the 28th day

of June, 1911, executed and delivered to Catalino Navarro a contract (Exhibit D) called a pacto de retro, for said parcel of land. D. While the record does not fully explain the reasons therefor, it appears that on the 29th day of August, 1912, Catalino Navarro sold, apparently without any condition whatever, said parcel D to Lucas Batallones for the sum of P5,500 (Exhibit G). On the 29th day of August, 1912, however, the record shows that Lucas Batallones executed and delivered to Catalino Navarro a certain contract (Exhibit E), which the plaintiff claims was a mere loan and that said parcel D described therein was given as a guaranty for the payment of P5,500. The defendant claims that said contract (Exhibit E) was a pacto de retro. The following provisions found in said contract (Exhibit E) are determinative of its character:

"Second. That in consideration of the sum of five thousand five hundred pesos (P5,500), Philippine currency, which Don Catalino Navarro has this day paid me in coin and which I have received to my entire satisfaction, I hereby sell, cede, alienate and transfer to the said Don Catalino Navarro, his heirs and assignees the land described in the preceding paragraph, free from all kinds of liens and burdens.

"Third. This sale is made under the express condition that, if within four (4) years from the date of the execution of this contract I would be able to pay back to the purchaser Don Catalino Navarro the sum of five thousand five hundred pesos (P5,500), Philippine currency, I shall have the right to repurchase the land object of this sale. But if the term aforementioned shall have elapsed without my having made use of the right of repurchase, this sale shall become binding and irrevocable.

"Fourth. It is also hereby agreed upon that, in case I would like to exercise the right of repurchase mentioned in the preceding paragraph, I will be able to repurchase the land above-mentioned at any time I may prefer within the term of four years to be counted from the execution of this contract.

"Fifth. It is likewise hereby agreed upon that this sale with pacto de retro is made under the following conditions:

(a) That during the lifetime of his right of repurchase Don Lucas Batallones y Batas shall retain the possession of the land object of this sale as a lessee upon the payment of a yearly rent of one thousand one hundred pesos (P1,100), Philippine currency, which the said lessee shall pay to Sr. Catalino Navarro on the following dates: June 28, 1913; June 28, 1914; June 28, 1915 June 28, 1916.

"(b) That during the lifetime of the right of lease mentioned in the preceding paragraph, the lessee, Don Lucas Batallones, shall be responsible for the payment of the land tax and any other tax which may hereafter be burden upon the same land.

"(c) The lessee aforesaid, Don Lucas Batallones, shall furthermore be responsible for the observance of the municipal ordinances and sanitary regulations of the town of Cabuyao relative to the land leased, as well as the conservation of the said land with the care of a good father of a family.

" (d) It is likewise agreed upon by the parties to this contract that the failure of the compliance of any of the conditions herein mentioned on the part of the lessee, Don Lucas Batallones, shall be sufficient cause for the rescission of the contract of lease and the lessor, Sr. Catalino Navarro, can eject him from the land leased.

"(e) Lastly, it is hereby agreed upon by the contracting parties herein, that, in case Sr. Catalino Navarro would be obliged to invoke the aid of the courts of justice by filing a complaint against Sr. Lucas Batallones either for ejectment from the land leased for failure to pay the yearly rent or for the nonperformance of the conditions stipulated in the present contract, Sr. Lucas Batallones shall be bound to pay the professional fees of the attorney who may be employed therefor, and that from this date both of the contracting parties agree by mutual consent to fix said fees at the sum of two hundred and fifty pesos (P250), Philippine currency.

"Sixth. I, Catalino Navarro, do declare on my part that, after reading carefully the contents of this contract, I accept it under the precise terms written in this document."

Fourth, with reference to the personal property (e) and (f) mentioned in paragraph III of the complaint.—The record shows that Lucas Batallones, on the 28th day of June, 1912, executed and delivered to Catalino Navarro a contract (Exhibit C), which the plaintiff claims was a mere loan of P2,732 and that said property, (e) and (f), was given as a guaranty for the payment of said sum. The defendants claims that said contract (Exhibit C) was a pacto de retro. The terms of the contract are determinative of its character. The important terms are as follows:

"First. That I, Lucas Batallones y Batas, do hereby declare that I am the legitimate pwner of sixty heads of large cattle, to wit, twenty (20) carabaos and forty (40) cows, which cattle I am at present utilizing in the agricultural works upon the lands situated in the barrios of Diezmo and Balubay of the municipality of Cabuyao, Laguna, Philippine Islands.

"Second. I do hereby likewise declare that I also possess under full and absolute title two steam engines used for sugar cane purposes with their corresponding tools. One of the said machines is portable and is at present found on the land situated in Balubay, Cabuyao, Laguna, P. I., and the other bears the trade-mark Bali of six (6) horse power and is found on my land situated in the barrio of Diezmo, also of the town of Cabuyao, Laguna, P. I.

"Third. That in consideration of the sum of two thousand seven hundred and thirty-two pesos (P2,732), Philippine currency, which I have this day received in coin and to my entire satisfaction from Don Catalino Navarro, I hereby sell, cede, alienate and transfer to the said Don Catalino Navarro, his heirs and assignees the cattle and engines belonging to me arid mentioned in paragraphs first and second of this contract.

* * * * *

"Fifth. This sale is made under the express condition that, if within two (2) years extendible to another two (2) years beginning on this date, I would be able to pay back to Sr. Catalino Navarro the sum of two thousand seven hundred and thirty-two pesos (P2,732), Philippine currency, I shall have the right to repurchase the cattle and the engines which have already been mentioned in the first and second paragraphs of this contract. But if the term aforementioned shall have elapsed without my having made use of the right of repurchase, this sale shall become binding and irrevocable.

"Sixth. The present sale with pacto de retro is likewise made under the following conditions:

"(a) That during the lifetime of my right to repurchase the engines and cattle sold under pacto de retro to Sr. Catalino Navarro, said cattle as well as said engines shall be retained by me in my possession, but under the obligation to pay yearly to Sr. Catalino Navarro the sum of five hundred and forty-six pesos (P546), Philippine currency, as rent for the cattle and engines aforesaid.

"(b) That while the aforesaid cattle and engines are in Sr. Lucas Batallones' possession, he is hereby bound to preserve them with the due diligence of a good father of a family, he being responsible for the loss of the cattle and engines caused by his fault and negligence."

Lucas Batallones died in the month of June, 1914, leaving a widow, Felician Delmo, and some children, and an administrator, the plaintiff herein, was duly appointed to settle his estate. During the pendency of the settlement of the estate of Lucas Batallones, Catalino Navarro presented a claim against said estate (Exhibit S.) The basis of said claim against the estate is best described in its terms:

" CLAIM BEFORE THE COMMITTEE ON EXAMINATION AND
ALLOWANCE OF CLAIMS.

"Now comes Catalino Navarro, of age and with full capacity to institute the proceedings in this claim, a resident of Manila, Philippine Islands, and alleges:

"First claim.—That in his lifetime Lucas Batallones borrowed from Catalino Navarro the sum of P12,912 in

coin under the obligation of returning said sum to the latter in or before the month of March, 1914; that when said obligation fell due, Lucas Batallones was asked by Catalino Navarro to pay him the aforesaid sum the former owed; that, in spite of this demand and the repeated demands subsequently made, said Batallones never paid Catalino Navarro; that at present the intestate estate of Lucas Batallones is indebted to Catalino Navarro in the sum of P12,912 with legal interest of six per cent (6%) per annum accrued from March 30, 1914, to May 30, 1915, amounting to P903.84 and with the same interest which would accrue from May 30, 1915, to the day the sum owed is totally paid.

"Second claim.—That in his lifetime Lucas Batallones did possess as a lessee Catalino Navarro's property described hereafter; that in spite of Catalino Navarro's timely and repeated demands upon him, Lucas Batallones never paid the former the rents corresponding to said property; and that at present the intestate estate of Lucas Batallones is indebted to Catalino Navarro in the sum of P4,074.80, the total amount of said rents corresponding to the agricultural years 1913 and 1914, together with its legal interest from the filing of this claim until fully paid.

"(a) An unirrigated land situated in the sitio of Diezmo of the municipality of Cabuyao, Laguna, with an area of 1,863,067 square meters as it appears in the certificate of Title No. 285, and bounded on the NE. by the hacienda de Sta. Rosa with the Diezmo River between; on the E. and SE. by the hacienda de Calamba with the San Cristobal river between, and on the SW. by the property of Pedro Lopez de Leon and the Diezmo River.

"(b) An unirrigated land situated in the barrio of Niugan, sitio de Bayubay of the municipality of Cabuyao, Laguna, with an area of 529.758 square meters and bounded on the north by Elena Batallones; on the east by the Langhaya creek and by the property of Santiago Carpena; on the southeast by the property of Estanislao Alumno and of Sotero Batallones' brothers; on the southwest by the property of Sotero Batallones and by the Tiwaytiway creek; and on the northeast by Tiwaytiway creek and the property of Macario Argel o Angel. The above description of the land is found in the certificate of Title No. 210.

"(c) A piece of rice land situated in the barrio of Marinig, Cabuyao, Laguna, with an area of 2 hectares, 69 ares, and 40 centiares and bounded on the north by the ditch called 'Salang Bayabas;' on the east, south, and west by Don Jose M. Alberto's property.

"(d) Another piece of rice land situated in the barrio of Mamatid, Cabuyao, Laguna, with an area of 2 hectares, 83 ares and 84 centares and bounded on the north by the property of Servillano Cantillano and D. Jose Acufia; on the east by the property of the same D. Jose Acuna; on the south by that of Dona Saturnina Tandiongco, D. Jose Herce and D. Martin Almonte; and on the west by D. Santiago Cantillano, the said Herce and Felix Tambuatco.

"(e) Sixty work animals, to wit, 20 carabaos and 40 cows.

"(f) Two steam engines for sugarcane purposes with their corresponding tools and balls, one of said engines is portable and is at present found on the land situated in Bayubay and the other bears the trademark Dali of six Horse power found on the land situated in Diezmo.

"Third claim.—That in his capacity as a lessee of the lands above described and marked with the letters (a), (b), (c), and (d), Lucas Batallones bound himself to pay with his own money the taxes of said lands; that Lucas Batallones did not pay the land tax corresponding to the year 1913, and Catalino Navarro had to pay for it, amounting to P124.59; that in spite of timely and repeated demands upon him, Lucas Batallones never paid that sum to Catalino Navarro; and that at present the intestate estate of Lucas Batallones is indebted to Catalino Navarro in the said sum of P124.59 with its legal interest from the filing of this claim until fully paid.

"Fourth claim.—That on account of the default in the payments of the amounts mentioned in the second and third claims, Catalino Navarro was obliged at present to sue before the courts of justice for the payments thereof; that in his capacity as a lessee of the land above described and marked with the letter (b), Lucas

Batallones bound himself for that purpose to pay Catalino Navarro the sum of P250 as professional fee of the attorney who may be employed by the said Catalino Navarro to that effect; and that at present the intestate estate of Lucas Batallones is indebted to Catalino Navarro in the same sum of P250.

"Fifth claim.—That Lucas Batallones had unlawfully withheld the possession of three of the carabaos and three of the cows above described and marked with the letter (e) ; that in spite of the timely and repeated demands of Catalino Navarro for the return of said animals, Lucas Batallones never did return them; and that at present the intestate estate of Lucas Batallones is indebted to Catalino Navarro in the sum of P390, the current market price of said three carabaos and in the sum of P300, the current market price of the said three cows, unless said animals be returned to Catalino Navarro; and furthermore said estate is also indebted to Catalino Navarro for the legal interest of the aforementioned sums from the filing of this claim until they are fully paid.

"Wherefore, Catalino Navarro prays the committee to order the administrator of the intestate estate of Lucas Batallones to pay to Catalino Navarro all the debts above specified with their corresponding legal interests.

"Manila for Cabuyao, Laguna, this 29th day of May, 1915."

The fact that Catalino Navarro presented the said claim (Exhibit S) was considered by the lower court as strong proof that he himself did not consider the contracts above referred to, especially Exhibits A, B, E and C, as pactos de retro but as mere evidences of loan.

The lower court evidently overlooked the conditions of said contracts Exhibits A, B, E, and C, by virtue of the terms of which Lucas Batallones became the tenant of Catalino Navarro for the property described therein, promising to pay therefor a certain rent together with other payments specially mentioned. The lower court also evidently overlooked the provisions of the contract Exhibit F executed and delivered by Lucas Batallones to Catalino Navarro on the 10th day of May, 1913, by which he then and there recognized that he was indebted to Navarro, in addition to the various sums mentioned in the contracts Exhibits A, B, and E, in the sum of P11,729 as rent due from him to Navarro, and promised to pay the same on the 29th day of March, 1914. A reading of said contract Exhibit F will show that Lucas Batallones again recognized that, for a failure to pay said sum of P11,729 on the 29th day of March, 1914, he and his heirs and successors would thereby lose forever any right which they might have to repurchase the property, (a), (b), (c) and (d). An examination of the claim (Exhibit S) will show that it was presented for the sole purpose of recovering the amount recognized to be due under said contract Exhibit F, and other sums specifically mentioned in the third, fourth and fifth items of the claim Exhibit S, above quoted. Said claim was, in no manner, an effort to recover any of the sums due, represented in contracts Exhibits A, B, E, and C. That being so, of course, the presentation of said claim (Exhibit S) was not an admission or recognition that the said contracts Exhibits A, B, E and C were loans instead of pactos de retro. Exhibit F was a clear recognition by Lucas Batallones that the sums recognized by him to be due then (10th of May, 1913) were not the sums due and payable by virtue of said alleged pactos de retro but were amounts resulting from the rent and occupation of said parcels of land by Lucas Batallones as tenant.

That the various sums of money mentioned in the various contracts marked Exhibits A, B, E and C which cover the property described in subparagraphs (a), (b), (c), (d), (e) and (f) of paragraph III of the complaint have not been paid, is admitted by the record; that said amounts were not paid within the periods mentioned in said various contracts, is clearly proved; that said contracts, Exhibits A, B, E and C have not only been admitted to be pactos de retro by Lucas Batallones during his lifetime but have been clearly proven, by their very terms, to be pactos de retro.

And, moreover, Exhibit X—2 shows that Catalino Navarro, on the 16th day of September, 1914, obtained a certificate of title under the Torrens system for the land described in subparagraph (a) of paragraph III of the complaint. Exhibit X-4 shows that Catalino Navarro obtained a certificate of title under the Torrens system for the

parcel of land described in subparagraph (b) of paragraph III of the complaint, on the 19th day of June, 1916. The title, therefore, of Catalino Navarro to parcel (a) described in paragraph III of the complaint, had been consolidated in him long before the commencement of the present action by virtue of said certificate of title under the Torrens system as well as by a failure of Lucas Batallones to repurchase said parcel A within the period mentioned in the contract Exhibit A. The title of Catalino Navarro was also consolidated in him, not only by the certificate of title (Exhibit X-4) but as well by the failure of Lucas Batallones to repurchase the same within the period prescribed by Exhibit B.

With reference to the property described in subparagraphs (c), (d), (e) and (f) of paragraph III of the complaint, the record also clearly shows that the vendor under said contract Exhibits B, E and C, Lucas Batallones, neither repurchased nor attempted to repurchase the same within the periods prescribed in said contracts. Therefore the title of Catalino Navarro to said property, (c), (d), (e) and (f), also became consolidated in Catalino Navarro before the commencement of the present action.

The defendant Catalino Navarro, in a counterclaim, asked for damages in the amount of P8,000, resulting from the issuance of an injunction issued by the lower court on the 5th day of March, 1915. This action was commenced on the 27th day of February, 1915. The plaintiff prayed for injunction to prevent the defendant Catalino Navarro from interfering with the possession of the property described in the complaint. In accordance with the prayer of the petition, the lower court issued the injunction on the 5th day of March, 1915. On the 9th day of March, 1915, the defendant made a motion to dissolve said injunction, which was granted on the 10th day of March, 1915, upon the giving of a bond by Catalino Navarro in the sum of P1 8,000. The injunction, therefore, was in force but five days. While perhaps the defendant was caused some damage during that period, the evidence is entirely too remote and speculative upon which to base a judgment for any specific amount.

For all of the foregoing, and without a further discussion of the evidence and the law applicable thereto at this time, we are fully persuaded from an examination of the entire record that the judgment of the lower court should be revoked, and it is hereby ordered and decreed that the defendant Catalino Navarro be absolved from all liability under the complaint and that the same be dismissed; and it is further ordered and decreed that if the plaintiff, as administrator of the estate of Lucas Batallones, has in his possession or control any of the property involved in this litigation and specifically mentioned in the complaint, he is hereby ordered and directed immediately to deliver the same, upon notice of this decision to the defendant Catalino Navarro. And, without any finding as to costs, it is so ordered.

Arellano, C.J., Torres, Araullo, Malcolm, and Avanceña, JJ., concur.

Judgment reversed.

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