

MARIA LOURDES PRIANES, PLAINTIFF AND APPELLEE, VS. FERMIN HENSON, DEFENDANT AND APPELLEE; FIRST NATIONAL SURETY AND ASSURANCE CO., INC., BONDSMAN AND APPELLANT.

G. R. No. 14250. November 28, 1964

Ponente: REGALA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-14250/>

REGALA, J.:

The First National Surety & Assurance Co., Inc. appeals from the order of the Court of First Instance of Manila denying its motion to fix liability on a bond filed by it in Civil Case No. 17876 of the same court.

The record shows that on September 28, 1955, the Court of First Instance of Manila rendered a decision finding that the minor Maria Lourdes Prianes, one of the Pontiffs, is the illegitimate child of defendant Fermin Henson. The dispositive portion of the decision reads:

"IN VIEW OF THE FOREGOING CONSIDERATIONS, this Court hereby renders judgment in favor of the plaintiff and against the defendant, ordering the latter to support the herein plaintiff Maria Lourdes Prianes in the mint of P250.00 a month beginning June 19, 1952, through her guardian, Ines Prianes, until she reaches the age of majority, to pay the sum of P2.000 as attorney's fees and the costs of this suit."

The defendant having interposed an appeal to the Court of Appeals, the plaintiff filed a motion for writ of execution pending appeal. After hearing, the trial court issued an order granting said motion "unless the defeated part filed a supersedeas bond in the sum of P10,000 within ten (10) days from today."

After an extension of time, the defendant and the surety filed supersedeas bond, to wit:

"KNOW ALL MEN BY THESE, PRESENTS:

That we, FERMIN HENSON, as Principal and the FIRST NATIONAL SURETY & ASSURANCE CO., INC., as Surety are held and firmly bound unto MARIA LOURDES PRIANES, Plaintiff, in the penal sum of Pesos: Ten Thousand Only (P10,000.00) Philippine currency, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents:

WHEREAS, the above-named defendant has filed his appeal from the Decision of the Court of First Instance of Manila, Branch I, dated September 28, 1955, and the said Fermin Henson, defendant, was ordered to file a supersedeas bond in favor of the above-named plaintiff;

NOW, THEREFORE, the conditions of this obligation is such that if the Appellate Court shall adjudge that the defendant has valid ground not to pay the plaintiff in the sum ordered by the Court of First Instance of Manila, Branch I, in its decision in Case No. 17876 dated September 28, 1955, then this obligation shall be void, otherwise, to remain in full force and effect."

Thereafter, the case which was up for consideration by the Court of Appeals was finally decided with certain modification of the trial court's decision--

"* * * in the sense that the defendant-appellant be, as he is hereby ordered to pay the plaintiff-appellee a monthly support of P100.00 and is hereby affirmed in all other respects, without pronouncement as to costs."

Consequently, a writ of execution was issued against the defendant commanding him to pay the plaintiff Maria Lourdes Prianes the amount of P100 a month beginning June 19, 1952 until she reaches the age of majority, but specifying, however, that the liability of the surety is limited up to P10,000, the amount mentioned in the supersedeas bond.

On May 8, 1958, the surety filed a motion to fix its liability on the bond to P4,000, on the theory that since monthly support at P250 fixed by the trial court was reduced by the Court of Appeals to P100, the accrued support at the time the bond was filed would only be P4,000 instead of P10,000. The motion was denied for lack of merit, and motion for reconsideration of such denial was likewise denied, hence, this appeal.

The appellant contends that the Court of Appeals' decision reducing the amount of monthly support from P250 to P100 should result in correspondingly reducing also the surety's liability on the principle that the supersedeas bond in this case, as in the case of forcible entry and detainer cases, is only answerable for damages down to the perfection of the appeal. According to the appellant, at the time of the said supersedeas bond was filed on November 15, 1954, the accrued pensions from June 19, 1952 the basis of P250 a month, as granted by the trial was P10,000.

The trial court's order granting execution pending appeal does not specify what was to be covered by the required bond of P10,000. While the said amount is not sufficient to cover the amount of support required in its entirety, that is up to the time that the minor reaches Majority age (she was only 3 years old when the complaint was filed), we cannot say, nevertheless, that the trial court, in fixing the bond at that amount, intended it only to secure payment of the pensions up to the time of the judgment appealed from. For if such were the intention, the same judge who had fixed the bond at P10,000 and who had passed upon the motion to reduce the surety's liability would have granted the said motion after the amount of support was reduced by the Court of Appeals. The matter of fixing the amount of bond is usually left to the fair judgment and discretion of the trial court which has jurisdiction over the case, and unless this discretion is abused appellate courts do not interfere.

The wording of the bond is such that "if the Appellate Court shall adjudge that the defendant has a valid ground not to pay the plaintiff in the sum ordered by the Court * * * in its decision in Case No. 17876 dated September 28, 1955, then this obligation shall be void, otherwise, to remain in force and effect." In other words, the surety obligated itself to pay either the full amount of P10,000 or none at all. There is no insinuation whatsoever of any other intention of the parties, particularly on the matter of proportionate reduction of the surety's liability in case of modification of the judgment.

We have to reject appellant's proposal to apply the provisions of section 8, Rule 70 (Rule 72 of the old Rules of Court) to the effect that what should be considered secured by the bond pending appeal is the payment of rents, damages and costs accruing down to the time of the judgment appealed from. This provision has been intended only for forcible entry and detainer cases. There is nothing in the Rules indicates that it would be applicable also to other cases.

The general rule on the matter, Section 3 of Rule 39, under which this case properly falls, states that the purpose of the supersedeas bond is for the performance of the judgment or order appealed from in case it be affirmed wholly or in part. Since the judgment here is for the defendant to give monthly support to the minor until she reaches the age of majority, and since the total sum involved would not be less than the amount of the bond, which is P10,000, it was only proper for the trial court to hold the surety answerable on its bond at its entire amount.

It will not be amiss to state here that at the time the judgment of the Court of Appeals became final, the accrued pensions on the basis of P100 a month, plus attorney's fees of P2,000, would approximately amounting to P9,000.

PREMISES CONSIDERED, the order appealed from is hereby affirmed, with costs against the appellant surety.

Bengzon, C. J., Bautista Angelo, Concepcion, Reyes, J. B. L. Barrera, Paredes, Makalintal, Bengzon, J. P. and Zaldivar, 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.