

HIJOS DE I. DE LA RAMA, PLAINTIFF AND APPELLEE, VS. JUAN ABRAHAM, JR., DEFENDANT AND APPELLANT.*G.R. No. 23610. December 31, 1925*

Ponente: AVANCEÑA, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-23610/>**AVANCEÑA, C.J.:**

On May 18, 1920, the defendant obtained from the plaintiff a loan of P30,000 with the obligation to pay the same on or before July 31, 1921. To secure the payment of this loan, the defendant executed a second mortgage on a parcel of land known as Hacienda Janiuay situated in the municipality of Janiuay, Province of Iloilo. This hacienda is encumbered with a second mortgage in favor of the Philippine National Bank for the amount of P9,000. As a security of the payment of this loan, a first mortgage was also executed upon the sugar-cane plantation of the said hacienda covering an area of twelve hectares pertaining to the 1920-21 harvest.

On the 19th of the same month of May, 1920, the defendant obtained another loan of P25,000 from the plaintiff. To secure the payment of this second loan, the defendant executed a second mortgage upon a parcel of land known as Hacienda Paz situated in the municipality of Panitan, Province of Capiz. This same hacienda was likewise encumbered with a second mortgage in the amount of P15,835.33 in favor of the Philippine National Bank. Defendant, furthermore, executed a first mortgage upon the plantation and sugar cane of the 1920-21 harvest of the Hacienda Paz over an area covering 175 lacsas of newly planted cane to secure this loan.

It was agreed in both contracts of loan that the defendant would store in the plaintiff's warehouse at Iloilo the sugar that might be milled from the mortgaged plantations and that the proceeds thereof would be applied to the payment of the loan.

On January 21, 1922, plaintiff filed the complaint in this case, alleging that the defendant had not paid the amount of both loans, and praying that he be sentenced to pay the sum of P67,761.09, which includes the agreed interest and the amount stipulated in the penal clause of both contracts. The complaint also prayed that an attachment be issued against the property of the defendant so as to insure the effectiveness of the final judgment that might be rendered, plaintiff alleging that the defendant was selling and disposing of his property, not included in the mortgages, for the purpose of avoiding the payment of his debt to the plaintiff's damage.

On February 8, 1922, the lower court issued the writ of attachment prayed for. Inasmuch as the defendant subsequently moved for the dissolution of the attachment, denying all the facts under which the writ was issued, said court granted the plaintiff ten days' time within which to file sworn statements in support of its allegations for the issuance of the attachment. Plaintiff having failed to file the said sworn statements, the court below on July 20, 1922, considering that the attachment was secured in an irregular and improper manner, ordered the annulment and dissolution of the writ of attachment.

Defendant in his answer, besides denying generally and specifically the allegations of the complaint, filed a cross-complaint and counterclaim for the sum of P136,851.88 which he alleged were the damages suffered by him on account of the attachment.

The trial court rendered judgment sentencing the defendant to pay the plaintiff the amount of P64,781.09 with legal interest from January 22, 1922, the date of the filing of the complaint, until full payment, and also the amount of P3,000, being the penalty agreed upon in both contracts, and absolving the plaintiff from the cross-complaint and counterclaim. From this judgment the defendant now appeals.

It appears from the evidence that up to January 21, 1922, the sugar deposited by the defendant for the account of his debts amounted only to the total value of P1,678.81.

On the other hand, the amount of the two loans with the interest thereon and other amounts that were added thereto on account of working implements, transportation expenses and charges for storing the sugar, besides other small amounts of money taken from the plaintiff, and the penalties stipulated, make a total of P67,781.09, after deducting the value of the sugar delivered, which sum the defendant was sentenced to pay in the judgment appealed from.

In this appeal the defendant does not question his liability for this amount; but claims that he is entitled to the relief prayed for in his cross-complaint and counterclaim.

The judgment appealed from holds that the attachment prayed for by the plaintiff and issued by the court against the property of the defendant was not premature, nor extemporaneous, nor obtained with malice and without probable cause. We find that this conclusion is supported by the evidence. Appellant, however, contends that this finding is erroneous. In support of this contention, he states that in the contract of loan between the plaintiff and the defendant, there is no time fixed for the payment of the debt, which is not correct because the last clause of the two contracts says that the defendant has bound himself to pay the loan on or before July 31, 1921. The complaint was filed subsequent to this date. Plaintiff also affirms that, in holding that the attachment was not premature nor extemporaneous, the trial court was laboring under the erroneous belief that the defendant had mortgaged to his mother-in-law sugar-cane plantations covered by the mortgages in favor of the plaintiff, when in truth and in fact those plantations had nothing to do with the mortgages. Supposing this to be true, it is the very allegation made by plaintiff in its complaint as a ground for the issuance of the writ of attachment, that is, that the defendant was disposing of his properties not included in the mortgage. However it may be, the defendant admits that he has sold a large portion of the sugar of the 1920-21 harvest, which is the crop mortgaged. While the plaintiff alleges that in doing this, he had obtained the consent of the plaintiff's submanager, Mr. Conlu, the latter, however, flatly denies having given his consent.

Appellant also contends that since the lower court, as above stated, annulled the said attachment by an order of July 20, 1922, it could not make the finding in the final judgment afterwards rendered, that the said attachment was not obtained with malice, nor without probable cause.

That writ of attachment was set aside by the court in accordance with section 441 of the Code of Civil Procedure solely because it considered that it was issued in an improper and irregular manner. The action for damages by reason of the issuance of an attachment, however, does not arise from the fact that the attachment was obtained in an improper and irregular manner; it is necessary that the final judgment rendered in the case shall state that the issuance of the attachment was unjust and without sufficient cause. (Sec. 427, Code of Civil Procedure.)

Our conclusion is that the finding of the lower court that the attachment obtained by the plaintiff was not unjust and was not issued without sufficient cause is not erroneous; and consequently the defendant has no right to recover damages by reason of said attachment.

The judgment appealed from holds, furthermore, that the defendant had not sufficiently proven having suffered the damages alleged by him in his cross-complaint and counter-claim and the defendant also contends that this

finding is erroneous. Having reached the conclusion that the defendant is not entitled to damages, it is useless to discuss whether or not there were actual damages. At any rate, we find that the conclusion of the trial court in this respect is also borne out by the evidence.

The judgment appealed from is affirmed with the costs against the appellant. So ordered.

Street, Malcolm, Villamor, Ostrand, Johns, Romualdez, and Villa-Real, 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.