

## **HACIENDA NAVARRA, INC., PETITIONER, VS. ALEJO LABRADOR, JUDGE OF FIRST INSTANCE OF CEBU, JUAN SINGSON ET AL., RESPONDENTS.**

*G.R. No. 45912. May 24, 1938*

Ponente: VILLA-REAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-45912/>

---

### **VILLA-REAL, J.:**

The instant petition for certiorari was instituted by the Hacienda Navarra, Inc., against the Honorable Alejo Labrador, Judge of the Court of First Instance of Cebu, and Juan Singson and others, in order that this court, after proper proceedings, may set aside the order issued by the respondent judge on December 6, 1937 with alleged manifest abuse of discretion.

The facts necessary and pertinent to the resolution of the legal question raised in these proceedings are narrated as follows in the order sought to be annulled:

"The land subject of this action had assigned to it prior to 1935 a sugar production quota in the name of the plaintiff Hacienda Navarra, Inc., the defendant Juan Singson entered upon the land in the months of December, 1935, and January, 1936, and planted the land to sugar. When the time for milling for the 1935-1936 crop arrived, the Hacienda Navarra refused to have the sugar produced from the cane planted by Singson transferred to Singson, and the latter resorted to the office of the U. S. High Commissioner in the Philippine Islands, in his capacity as sugar administrator, to have the sugar crop of 1935-1936, deposited with the Bogo Milling Company, transferred to his name in order that the same may be sold by him. This petition of Juan Singson was opposed by the Hacienda Navarra, Inc., as alleged owner of the sugar production quota. The sugar administrator, in order that the matter of the conflicting claims of Juan Singson and the Hacienda Navarra, Inc., be settled, suggested a form of compromise which he embodied in a letter dated April 28, 1935, presented to the court as Exhibits R and R-1 for the plaintiff.

"In pursuance of the suggestion contained in the above letter, the Hacienda Navarra, Inc., and Juan Singson entered into a written agreement on June 13, 1936, copy of which has been submitted as Exhibit 6 for the plaintiff. In pursuance of this, agreement, Juan Estevez, branch manager of the Philippine National Bank, was appointed attorney in fact, and among the duties assigned to him were the following:

" '(d) To hold a escrow the balance of the proceeds of the sale of the sugar effected under sub-paragraph 4 (a), above, for the crop year 1935-1936;

" '(c) From the proceeds of the sale of the sugar effected under sub-paragraph 4 (a), above, for each crop year sub sequent to the 1935-1936 crop year during the pendency of civil case No. 10846, to pay to Juan Singson, as operating expenses on plantation No. 9-287, the sum of eleven thousand three hundred pesos (P11,300).'

"The agreement further contains the following stipulation:

"5. That the money held in escrow under sub-paragraph 4 (d) and sub-paragraph 4 (f), above, shall remain in escrow until final determination of civil case No. 10486, Court of First Instance of Cebu."

The dispositive part of the aforesaid order reads as follows:

"For all the foregoing reasons, and under authority of section 144 of the Code of Civil Procedure, the defendant Juan Singson having signified his readiness to file a bond, it is hereby ordered that the said defendant Juan Singson file a bond in the sum of P15,000, to respond for such damages as the complainant corporation may be entitled to receive by reason of this action, with two sufficient sureties to be approved by the court. Upon the filing of said bond and its approval by the court, the court shall grant the petition and shall direct and order the attorney in fact to deliver the proceeds of the sugar crops held in trust by him to the defendant Juan Singson."

In compliance with said order, the respondents Juan Singson and others filed a bond of P15,000 which was approved by the respondent judge on December 9, 1937.

The sole question of law to be disposed of in the present proceedings is whether the respondent judge acted with manifest abuse of discretion in issuing the above-copied order for the execution of the judgment.

It is true that the Hacienda Navarra, Inc., and Juan Singson entered into an agreement (Exhibit G) by which the proceeds of the sale of the sugar pertaining to the harvest of 1935-1936 would be kept in deposit by the manager of the Cebu branch of the Philippine National Bank until final judgment of civil case No. 10486 of the Court of First Instance of Cebu. Inasmuch as the purpose in depositing the money is to insure its receipt by the party obtaining a favorable judgment in the above-cited civil case, the filing of a sufficient bond for the delivery of said proceeds secures said receipt. It does not appear that the sum of P15,000 fixed by the respondent judge as the amount of the bond which the respondent Juan Singson should file as condition precedent to the execution of the judgment in said civil case No. 10486 is not sufficient to cover the total value of the proceeds of the sale of the sugar harvested during the agricultural year 1935-1936 if final judgment is rendered in favor of the petitioner corporation." The filing of the bond required by the respondent judge in the order sought to be annulled constitutes a special ground authorizing the court to issue a writ of execution pending appeal, in conformity with the provisions of section 144 of the Code of Civil Procedure.

Wherefore, finding no merit in the herein petition for certiorari, the same is denied and the case dismissed, with costs against the petitioner. So ordered.

Abad Santos, Imperial, Diaz, Laurel, and Concepcion, 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.