RECENT DECISIONS

Digest of Current Cases

ADMINISTRATION. — *Intestate Estate of Rafael Jocson, deceased, Concepcion Jocson De Hilado, Plaintiff-Appellee vs. Jesus R. Nava, Defendant-Appellant, G. R. No. 46249, October 18, 1939.* Estefania Fenix, administratrix of the intestate estate of the deceased Rafael Jocson, executed in favor of appellant, Jesus R. Nava, a contract of lease for a period of five years over certain properties of the estate without leave of court acting in the intestate proceeding. Concepcion Jocson, the appellee herein, filed a motion in the said proceeding, praying that the court pronounce the contract null and void. In its order, the court declared the contract null and void and ordered the administratrix to lease the lands comprised in the contract to the highest bidder at public auction. Defendant-appellant filed a motion asking that the order be set aside, it having been issued without jurisdiction. The question is whether or not the lower court has the power to annul, in the intestate proceeding, a contract of lease executed by the administratrix without its intervention. *Held:* The contract in question, being a mere act of administration, could validly be entered into by the administratrix within her powers of administration, even without the court's previous authority. The court has no power to annul or invalidate the contract in the intestate proceeding wherein it has no jurisdiction over the person of the lessee. A separate ordinary action is necessary to that effect. Order reversed. (Per Moran, J.; Avanceña, C. J., Villa-Real, Imperial, Diaz, Laurel, Concepcion JJ., concurring.)—*Briefed by* YUSUP R. ABUBAKAR.

ALIENS.—*Yu Ching Po, Petitioner-Appellee vs. Jose Gallofin, Collector of Customs of Cebu, Respondent-Appellant, G. R. No. 46795, October 6, 1939.* Petitioner is a minor, having been born in China on October 10, 1925. His father, a Chinese-Filipino mestizo, was born in Jaro, Iloilo, on April 9, 1892. His mother is a Chinese. Petitioner claims the right to enter and reside in the Philippines. *Held:* That the petitioner has the right to land in this country as the minor son of a native born citizen. According to article 17 of the Civil Code, in force in 1892, persons born in Spanish territory are Spaniards. Petitioner's father retained that Spanish nationality until he became a Filipino citizen by virtue of the provisions of article 4 of the Act of Congress of July 1, 1902. Petitioner follows the citizenship of his father inasmuch as children have the nationality of their parents while they remain under parental authority. (Per Diaz, J.; Avanceña, C. J., Villa-Real, Laurel, Concepcion, Moran, Imperial, JJ., concurring.)—*Briefed by* GUILLERMO P. VILLASOR.

CERTIORARI.—*Spencer Kellogg & Sons (Philippines) Inc., Petitioner vs. Dalmacio Celino, Respondent, G. R.*

No. 46271, October 18, 1939. Petition for a writ of certiorari in the Supreme Court as a means of appeal from the decision of the Court of Appeals. The action involves accounts between petitioner and respondent incurred in the course of purchases and sales of copra. Respondent denies having received or authorized some one to receive the money from petitioner. His contention is upheld. Three kinds of errors are mentioned as ground for certiorari, namely: (a) those involving questions of facts (b) those not before mentioned in the Court of Appeals, and (c) those involving questions of law. *Held:* As to (a), the Rules of the Supreme Court 47-b do not permit the review of questions of fact once settled by the Court of Appeals. As to (b), assignment of errors must not be raised for the first time in the Supreme Court, as failure to do so in the Court of Appeals constitutes a waiver of establishing a basis for further appeal on such errors. Finally, the questions of law (c) referring to the act of the appellate judge in penning the decision without being present during the trial or during the oral argument of the attorneys, have been disposed of in a former decision, subsequently ratified by rule 31 of the Court to the effect that judges under these conditions may pen the decision unless the parties or any of them desire otherwise in a written statement. (Per Diaz, J.; Avanceña, C. J., Villa-Real, Imperial, Laurel, Concepcion, Moran, JJ., concurring.)—*Briefed by* FRINÉ C. ASPRER.

CIVIL PROCEDURE.—*Intestate of the Deceased Spouses Marcelino Ramirez and Eulogia de los Reyes; Juana Piopongco et al., Petitioners-Appellants vs. Francisco Ramirez, Claimant-Appellee, G. R. No. 46760, October 26, 1939.* In the intestate proceedings of the estate of the deceased spouses, claimant-appellee petitioned the Court to appoint commissioners on appraisals and claims to enable him to present his following claims: *First*, the value of a mortgage constituted by different heirs of the deceased spouses, and *Second*, the amount he paid for taxes on certain lands. This petition was denied by the Court because his claims were based on a supposed debt contracted not by the deceased spouses but by their heirs after their death. This decision became final. Subsequently, however, the commissioners admitted the claims of claimant-appellee. This was approved by the Court and the administratrix was ordered to pay the same. The appellants claim the court committed error. *Held:* As to the first claim, the commissioners having no jurisdiction over a claim which had originated in transactions occurring after the death of the deceased spouses, all their actuations in relation thereto and the order of the court approving the same were null and of no value. And said claim having been denied by a final order of the court, it should have been rejected, reserving, however, to the appellee his right to sue the heirs who constituted the mortgage. As to the second claim, it ought to have been approved and paid because the payment of taxes is an expense of administration. (Per Concepcion, J.; Avanceña, C. J., Villa-Real, Imperial, Diaz, Laurel, Moran, JJ., concurring.) —*Briefed by* ERNESTO P. VALENCIA.

CIVIL PROCEDURE.—*Andres P. Goseco, Petitioner vs. The Court of Industrial Relations, Roman Belleza, et al., Respondents, G. R. No. 46673, September 13, 1939.* In a dispute be-

tween the tenants and the owner and the lessee of the hacienda "El Prado" over the share of the former in the sugar cane crops, the Court of Industrial Relations rendered a decision on December 28, 1937. Notice of the decision having been received on January 20, 1938, the counsel for the tenants filed a motion for reconsideration on February 14, 1938. The case having been duly heard, the Court, on February 28, 1939, entered an order amending the decision of December 28, 1937. A motion for reconsideration was filed by the owner and the lessee on March 10, 1939, assailing for the first time the jurisdiction of the Court to amend its decision after the statutory period of ten days (section 14, Commonwealth Act 103) had passed. This petition for certiorari is grounded upon the alleged usurpation of power. *Held:* The position of the petitioner was justified under a fragmentary view of the law. If under section 17 of Commonwealth Act No. 103, the Court may, at any time during its effectiveness alter, modify, or set aside an award, order, or decision, then the reconsideration of its decision was an almost literal compliance with the law. Under section 7, it would seem that the act of the respondent was consistent with, if not indeed tantamount to its power thus expressly granted "to extend any prescribed time." Again, from a reading of section 18 follows the valid inference that, since no time is fixed within which the said Court may clarify or unravel the meaning or interpretation of an award, order, or decision, it may do so at any time thus inducing the further conclusion that no such award, order, or decision is meant to be definitive in the sense that it is beyond recall. And, further, Commonwealth Act 103, as may be gleaned from sections 13 and 20, has for its major and salutary objective the settlement of disputes between employers and employees between landlords and tenants. Justice, equity, and the substantial merits of their cases are the keynote and controlling considerations of the law. To rule, therefore, that the decision of the respondent Court of December 28, 1937, attained finality ten days after its rendition in the sense that it became immune from further and subsequent revision or amendment, and that the respondent Court in so amending what it thought was not reflective of justice and equity went beyond the bounds of its jurisdiction, is to uproot the very mischief which it seeks to avoid, namely, the subjection of the respondent Court to the technicalities of procedure. Petition denied. (Per Laurel, J.; Avanceña, C. J., Villa-Real, Imperial, Diaz, Concepcion, Moran, JJ., concurring.) —*Briefed by* EMILIANO R. NAVARRO.

CONTRACTS. — *Pampanga Bus Company, Inc., Petitioner vs. Pambusco Employees' Union, Inc., Respondent, G. R. No. 46739, September 23, 1939.* Petition to set aside an order of the Court of Industrial Relations directing petitioner to recruit from respondent new employees in order to replace members of the union who may be dismissed from the service of the company. The order provided further that, if the union fails to provide for those who are qualified, the company may employ other employees. *Held:* The Court's order is set aside as contrary to the freedom of the right to contract protected by the due process clause of the Constitution. An employer may purchase labor from any person whom he chooses. This right may be limited by law through the exercise

of police power and has been so limited by the passage of Commonwealth Acts 103 and 213, which do not, however, authorize the order promulgated by the Court of Industrial Relations, for these acts only limit the employer's right to select his employees or to discharge them. (Per Moran, J.; Avanceña, C. J., Villa-Real, Imperial, Diaz, Laurel, Concepcion, JJ., concurring.)—*Briefed by* FRINÉ C. ASPRER.

CREDIT TRANSACTIONS—*Levy Hermanos, Inc., Plaintiff-Appellant vs. Lazaro Blas Gervacio, Defendant-Appellee, G. R. No. 46306, October 27, 1939.* In the sale of a car by the plaintiff company to the defendant, the latter, after making the stipulated initial payment, executed a promissory note for the balance. To secure the payment of the note, the defendant mortgaged the car to the plaintiff. Defendant failed to pay the note at its maturity; whereforq plaintiff forclosed the mortgage and became the highest bidder therefor. The present action is to collect the balance including the interest. The lower court applied the provisions of Act 4122, inserted as article 1454-A of the Civil Code, and rendered judgment in favor of the defendant. Plaintiff appealed contending that act 4122 is not applicable. *Held:* Judgment reversed, and defendant required to pay the balance and interest. In order to apply article 1454-A of the Civil Code, there must be a contract for the sale of personal property payable in installments and there must be a failure to pay two or more installments (Macondray and Co. vs. de Santos, 33 Official Gazette 2170). The contract at bar is not one on installments, but on straight term, in which the balance, after payment of the initial sum, should be paid on its totality at the time specified in the promissory note. The transaction is not one contemplated under Act 4122, and so the mortgagee is not bound by the prohibition therein contained as to the recovery of the unpaid balance. The law is aimed at those sales where the price is payable in several installments and where partial payments consist of relatively small amounts. The purpose of the law is to remove the temptation for improvident purchasers to buy beyond their means and to be held consequently at the mercy of the scrupulous vendors. No such temptation is present where the price is to be paid in cash, or as in the instant case, partly in cash and partly in one term, for the partial payments are not so small as to place the purchasers off their guard and miscalculate their ability to pay. Even though the cash payment be considered as one installment, yet the law will not apply, for it requires two or more installments to be unpaid while at bar, only one installment was unpaid. (Per Moran, J.; Avanceña, C. J., Villa-Real, Imperial, Diaz, Concepcion, JJ., concurring. Laurel, J., did not take part.)—*Briefed by* BIENVENIDO C. AMBIÓN.

CRIMINAL LAW.—*People of the Philippines, Appellee vs. Leon Fabillar, Appellant, G. R. Nos. 46553, 46554, and 46555, September 27, 1939.* The defendant was charged of three separate offenses for having solemnized marriages on January 13, February 9, and March 25, 1936, without renewing his license which expired on May 1, 1935. The trial court found him guilty and condemned him to pay a fine of two hundred pesos in each case, with subsidiary imprisonment in case of insolvency. The accused appealed. Under section 34, of

the Marriage Law, every priest or minister authorized to solemnize marriages must renew his license on or before the first day of May of each year. The defendant put out the following defenses; (1) That the authorization once issued, continues in force and that the renewal fee is only required for revenue purposes; (2) that section 34 is unconstitutional because it confers on the Director of the National Library the power to inquire into the organization and doctrine of the particular church, sect or religion, and to forbid its operation at his discretion; and (3) that section 39 imposes a cruel and unusual punishment. *Held:* (1) The first contention is not in accord with the spirit or letter of the law because the required fee is intended purely for regulation and not for revenue purposes; (2) the second contention is likewise untenable because what the provision confers on the Director is the duty to satisfy himself whether the church, sect or religion operates in the Philippines and is of good repute. It is not one of inquiring into its organization or doctrine but rather of discriminating between a legitimately established religion and one that only pretends to be such; and lastly, (3) the penalty is imposed not for omission to renew the license but for the solemnization of marriages without the required authorization. Judgment affirmed. (Per Moran, J.; Avanceña, Villa-Real, Imperial, Diaz, Laurel, and Concepcion, JJ., concurring.)—*Briefed by* EUGENIO R. FILIO.

CRIMINAL LAW.—*The People of the Philippines, Plaintiff-Appellee vs. Marcos K. Arellano, Defendant,Appellant, G. R. No. 46501, October 5, 1939.* The defendant was charged with violation of section 2645 of the Revised Administrative Code in that he knowingly made a false entry in his voter's affidavit which entry was a material fact in his registration. The affidavit contained the following question and its answer: "Q. Have you ever been sentenced by final judgment for not less than eighteen months imprisonment, if so, have you been granted plenary pardon? A. Yes, with plenary pardon." It was conclusively proven that the pardon granted to the defendant was merely conditional and not plenary. The defense contended that the act committed is not punishable under section 2645 of the Revised Administrative Code but under section 2647 of the same code which section punishes the unlawful registration of a person who is not a qualified voter, and that inasmuch as the defendant had proven that he did not actually vote he cannot be punished because proof of not having voted constitutes a valid and efficacious defense under the law. *Held:* Sections 2645 and 2647 of the Revised Administrative Code define and penalize two kinds of offenses one independent from the other. The first section defines and fixes the penalty for the crime of perjury committed in an election proceeding while the second section makes it a crime for anyone who causes or attempts to cause his name to be registered knowing that he is not a qualified voter. The mere fact that a person makes a false statement material to his registration *ipso facto* makes him liable for the crime penalized by section 2645 of the Revised Administrative Code. Judgment affirmed. (Per-Villa-Real, J.; Avanceña, C. J., Imperial, Diaz, Laurel, Concepcion, and Moran, JJ., concurring.)—*Briefed by* VICENTE ABAD SANTOS.

CRIMINAL LAW.—*Rev. Ulric Arcand, Appellant vs. People of the Philippine Islands, Appellee, G. R. No.*

46336, September 29, 1939. Prosecution for oral defamation against the Rev. Ulric Arcand, a priest of the Roman Catholic Church. The oral defamation consisted of the accused having denounced the offended parties before the public in the course of his sermon by calling them "Gangster No. 1" and "Gangster No. 2". As his defense, the appellant alleged that the words uttered by him constituted a privileged communication done without malice and in good faith. From a judgment of conviction appellant appealed. *Held:* A communication made bona fide upon any subject matter in which the party communicating has an interest or in reference to which he has a duty is privileged if made to a person having a corresponding interest or duty although it contains incriminatory matter which without this privilege would be slanderous and actionable. A privileged communication should not be subject to microscopic examination to discover grounds of malice and falsity. Such excessive scrutiny would defeat the protection which the law throws over privileged communications. The ultimate test is that of bona fide. In the case at bar the element of good faith was never present, it being proved that such statement was made due to pre-existing enmity between the appellant and the offended parties herein. Judgment affirmed with costs against the appellant. (Per Imperial J.; Avanceña C. J., Villa-Real, Diaz, Laurel, Moran, JJ. concurring. Concepcion, J., concurring with the majority opinion in the dispositive part of the decision.) —*Briefed by* AMORSOLO V. MENDOZA.

EVIDENCE.—*Erlanger and Galinger Inc., Petitioner vs. Hermenigildo Alagar et al., Respondents, G. R. No. 46458, September 29, 1939.* Petitioner secured a judgment against the defendant and his guarantors in the court of First Instance for an amount stated in a certain promissory note. On appeal, the Court of Appeals declared the judgment of no effect, remanding the case to the court of origin on the ground that Exhibit D, the promissory note, should not have been admitted as evidence because it was an offer of compromise and not an admission of indebtedness. Hence, this petition for a writ of certiorari. *Held:* Exhibit D is not an offer of compromise. It recognizes expressly and without any qualification the indebtedness of the defendant. The offer to pay the debt by monthly installments does not alter the nature of the document as an admission of debt. When there is neither express nor implied denial of the obligation, and the only question refers to the manner of payment, the rule of excluding mere offers of compromise as evidence cannot be applied. "But where the offer has been grounded upon an express admission of a fact, and that fact afterwards comes to be controverted between them, there seems to be no ground on which the evidence of the offer can be excluded." (Sanborn v. Neilson, 4 N. H. 501, 609). The fact that the guarantors had guaranteed jointly and severally the payment of the debt according to the terms and conditions expressed in the promissory note, as long as the defendant remained the agent of the company and authorized by it to collect unpaid rentals, does not affect the admission of the debt made by the defendant, and the guarantee stands in full force and effect. Petition granted, revoking the decision appealed from, and confirming in all its parts the judgment of the Court of First Instance. (Per Concepcion, J.; Avanceña, C. J., Villa-Real, Impe-

rial, Diaz, Laurel, Moran, JJ., concurring.)—*Briefed by* ALFREDO LUZ BAUTISTA.

POSSESSION.—*Too Lam & Co. et al., Petitioner vs. Vicente Laureano, Respondent, G. R. No. 46173, October 28, 1939.* A parcel of land was sold at public auction by virtue of an order of execution of a judgment rendered by the Court of First Instance. The respondent herein, claiming to be the owner and who was in possession of the said land, filed a third party claim before the sale. The petitioner, however, filed an indemnity bond so that the sale could be effected in spite of the opposition of the respondent. The land was sold to the petitioner herein, being the highest bidder. The respondent then filed an action for the recovery of the land and for damages, after the trial of which he was declared the owner, the sale of the Sheriff annulled and the petitioner to indemnify the respondent as a possessor of the land in bad faith. This judgment was affirmed by the Court of Appeals, hence this appeal by certiorari. *Held:* The appeal involves question of fact and it is not the duty of this Court to review findings of fact in cases confirmed by the Court of Appeals. The petitioner herein cannot be considered a possessor in good faith because under article 433 of the Civil Code, the petitioner is not ignorant of the existence of a flaw in his title, or mode of acquisition, by which it is invalidated, and one who is aware of such flaw is a possessor in bad faith. Inspite of the opposition of the respondent, claiming ownership, the petitioner undoubtedly proceeded in obtaining the land not in good faith but on the contrary. Judgment affirmed. (Per Diaz, J.; Avanceña, C. J., Villa-Real, Imperial, Laurel, Concepcion, JJ. concurring; Moran, J. did not take part.)—*Briefed by* VICENTE Q. QUINTILLAN.

TREATIES.—*Levy Hermanos, Inc., Petitioner vs. Benjamin Ledesma, et al., Respondents, G. R. No. 46386.* Petition for a writ of mandamus to compel the defendant Provincial Sheriff to execute in favor of petitioner a deed of sale of seven parcels of land which have been attached and sold at public auction wherein petitioner was the purchaser. Defendant-Sheriff refused to execute the deed of sale on the ground that petitioner is a corporation whose stocks are all owned by French citizens and, as such, is not qualified to acquire and possess private agricultural land in accordance with Art. 5, Title XII of the Philippine Constitution. Petitioner, however, relies on the commercial treaty known as the "Consular Convention between the United States of America and France" of 1853, taken in connection with Sec. 125 of the Public Land Law (com. Act No. 141). *Held:* The stand of petitioner is untenable. Article 7 of the aforementioned treaty provides: "In all States of the Union whose *existing* laws permit it, * * * Frenchmen shall enjoy the right of possessing personal and real property by the same title and in the same manner as citizens of the United States". (Italics ours). It can be seen, therefore, that the right of possession thus granted can be enjoyed by Frenchmen only in those States whose existing laws so permit. Since petitioner is not one of those permitted by Philippine law to acquire and possess public land in the Philippines, it lacks the essential condition required in the article of the treaty cited. In any event, the Philippines is neither a State of, nor a territory incorporated by Congressional Act into the United States. Petition denied. (Per Concepcion, J.;

Avanceña, C. J., Villa-Real, Imperial, Diaz, Laurel, Moran, JJ., concurring.) —*Briefed by* CICERON SEVERINO.

WILLS.—*Teofila Adeva Vda. de Leynez, Petitioner vs. Ignacio Leynez, Respondent, G. R. No. 46097, October 18, 1939.* A certain will was attested in the following manner: "Suscrito y declarado por el testador Valerio Leynez, como su ultima voluntad y testamento, en presencia de todos y cada uno de nosotros, y a ruego de dicho testador, firmamos el presente cada uno en presencia de los otros, o de los demas y de la del mismo testador, Valerio Leynez. El testamento consta de dos (2) paginas solamente." Respondent contended that the above stated attestation clause is not legally sufficient because it does not state the fact that the testator and the three witnesses signed *each and every page* of the will, a requirement prescribed by Section 618, as amended, of the Code of Civil Procedure. The Court of Appeals sustained the contention and ruled that an attestation clause to be legally sufficient must expressly state, among other things, the fact that the will and *every page* thereof was signed by the testator and the witnesses because such fact is one which cannot be ascertained by a mere examination of the will nor established by evidence aliunde. *Held:* In this jurisdiction, there are two divergent tendencies in the law of wills—the one being planted on strict construction and the other on liberal construction. As to what rule shall prevail depends upon each case. It is not possible to lay down a general rule, rigid and inflexible, which would be applicable to all cases. More than anything else, the facts and circumstances of each case are to be considered in the application of any given rule. If the surrounding circumstances point to a regular execution of the will, and the instrument appears to have been executed substantially in accordance with the requirements of the law, the inclination should, in the absence of any suggestion of bad faith, forgery, or fraud, lean towards its admission to probate, although the document may suffer from some imperfection of language, or other non-essential defect. In the present case, the requirement that the attestation clause, among other things, shall state "that the testator and the three witnesses signed the will and every page thereof," is sufficiently complied with, it appearing that the testator and the witnesses signed each and every page of the will according to the stipulation of the parties, this fact being shown in the will itself. There is, furthermore, no question raised as to the authenticity of the signatures of the testator and the witnesses. The attestation clause being valid, the will shall be admitted to probate. (Per Laurel, J.; six Justices concurring, Moran, J., not taking part.)—*Briefed by* LUIS J. GONZAGA.

Excerpt from the Minutes of the Supreme Court of the Philippines of September 15, 1939

"REVIEW OF ORDERS OF SECURITIES AND EXCHANGE COMMISSION

SECTION 1. *Petition for Review.*—Within sixty (60) days from the entry of an order issued by the Securities and Exchange Commission, any party aggrieved thereby may file, in the Supreme Court, a written petition for the review of such order.

SEC. 2. *Contents of Petition.*—Only questions of law may be raised in the petition, which shall contain a summary statement of the issues involved. No question can be raised in the petition which has not been raised before the Commission.

SEC. 3. *Transcript of Record.* Upon payment by the petitioner of the docketing fee and deposit of forty pesos (₱40) for costs, the Clerk of the Supreme Court shall cause a copy of the petition to be served upon the Commission, and within ten (10) days from such service, the Commission shall certify and file in the Supreme Court a transcript of the record upon which the order sought to be reviewed was entered.

SEC. 4. *Briefs.*—The Clerk of the Supreme Court, upon receipt of the transcript of the record, shall notify the parties of that fact and the petitioner, within thirty (30) days from such notice, shall file in said court twenty (20) copies of his brief and serve three (3) copies thereof on the adverse party who, within thirty (30) days from such service, shall file twenty (20) copies of his reply brief and serve three (3) copies thereof on the petitioner. Briefs shall be prepared in the same manner as in other cases.

SEC. 5. *Inclusion in Calendar.*—Upon the filing of respondent's brief, or after the expiration of the time for its filing, the case will be included in the regular docket unless the court advances the hearing for special cause shown.

SEC. 6. *Additional Evidence.*—A party may apply to the Supreme Court for leave to adduce additional evidence by filing a petition, supported by affidavits, with notice to the adverse party. The adverse party may oppose the petition with counter-affidavits.

SEC. 7. *Leave of Court.*—The Supreme Court, in the exercise of its discretion, may grant the leave applied for, if it is shown that the additional evidence sought to be adduced is material and may change the result of the case, and that the failure to adduce the same at the trial before the Commission was not due to negligence.

SEC. 8. *Remand of the Case.*—Upon the granting of a motion to adduce additional evidence, the Supreme Court shall set aside the order sought to be reviewed and remand the case to the Commission for the taking of such additional evidence. After considering

the additional evidence, the Commission shall issue a new order.

SEC. 9. *Stay.*—A petition for review shall not operate to stay the order sought to be reviewed unless the Supreme Court shall direct otherwise upon such terms as it may deem just."

"APPEAL FROM THE COURT OF INDUSTRIAL RELATIONS TO THE SUPREME COURT

SECTION 1. *How to Perfect an Appeal.*—An appeal by certiorari from an award, order or decision of the Court of Industrial Relations, shall be perfected by filing with said court a notice of appeal and with the Supreme Court a petition of certiorari against the adverse party within ten (10) days from notice of the award, order or decision appealed from.

SEC. 2. *Effect of Appeal.*—The appeal shall stay the award, order or decision appealed from unless the Supreme Court shall direct otherwise upon such terms as it may deem just.

SEC. 3. *Contents of Petition.* The petition shall contain a summary statement of the issues involved and the reasons relied on for the allowance of the writ, and shall be accompanied with a certified copy of the award, order or decision sought to be reviewed, together with certified copies of such material portions of the record as are referred to therein and other supporting papers. Only questions of law, which must be distinctly set forth, may be raised in the petition.

SEC. 4. *Docketing Fee.*—Upon filing the petition the petitioner shall pay to the Clerk of the Supreme Court the docketing fee.

SEC. 5. *Dismissal.* — The Supreme Court may dismiss the petition on the ground that the same is filed manifestly for delay, or that the questions on which the decision of the case depends are so unsubstantial as to require no further argument.

SEC. 6. *Deposit for Costs.*—If the petition is not dismissed as provided in the preceding section, the petitioner shall deposit the sum of forty pesos (₱40) for costs within three (3) days from notice unless a different period is fixed by the Court. Upon failure of petitioner to make the deposit within the said period, the petition may be dismissed.

SEC. 7. *Answer of Respondent.* Immediately after deposit for costs is made, the Clerk shall cause a copy of the petition to be served upon the respondent requiring him to answer within ten (10) days from service. The answer shall be accompanied with certified copies of such material portions of the record as are referred to therein together with other supporting papers. Copy of such answer shall be served by the respondent upon the petitioner.

SEC. 8. *Brief of Memorandum.* —Within ten (10) days from the date of service of respondent's answer, the petitioner shall file ten (10) copies of his brief or memorandum and serve two (2) copies thereof upon the respondent who, within ten (10) days from the date of such service, shall file ten (10) copies of his reply, brief or memorandum and serve two (2) copies thereof upon the petitioner. Briefs or memoranda may be

printed, mimeographed or typewritten, and shall be prepared in conformity with the rules governing briefs in other cases.

SEC. 9. *Hearing and Decision.* After the brief or memorandum of the respondent has been filed, or after the expiration of the time for its filing, the case shall be set for oral argument and thereafter submitted for decision.

SEC. 10. *Elevation of Record.* —The Court may on application of any of the parties or on its own motion, require the elevation thereto of the entire record of the case sought to be reviewed."

SKILL IN EXPRESSION

"SKILL in expression gives to anyone greater command over his fellow men. It enables the speaker to convey a right expression regarding thought. It enables him to tell the truth, stimulates thought, quickens life, and tends to bring all his powers and faculties into energy."—S. S. CURRY.