

some of the producing States, and it is expected that the new estimate, due on October 8, will show a further decrease. Last year's production was 16,465,000 bales, and the average for the 10-year period, 1943/52, was 12,484,000 bales.

This year's crop was grown under rigid Federal planting allotments and marketing quotas, designed to keep the surplus to a reasonable figure. Another bullish report on October 8 will tend to keep raw-cotton prices strong, with possibilities of registering further advances.

The Manila market has experienced some improvement and considerable demand for standard articles like printed percales, denims, twills, etc. Sales have been more active, but collections are still slow. Further improvement and increasing activity is envisaged with the approaching Christmas season.

During September the banks granted special extra quotas to producers in accordance with the Central Bank policy, and the volume of business for this section has been good. Old and new importers, however, have not been assisted in this manner, although their claim to import larger quantities of necessary and essential articles is still there. This is substantiated by the fact that the monthly average of arrivals for the first 9 months of this year has been 16,048 packages, whereas for the whole of 1953 it was 18,998 packages.

Arrivals from the United States totalled 19,591 packages, of which 7,736 were cotton piece goods; 1,710, rayon piece goods; 3,823, cotton pound goods; 1,881, rayon pound goods; and 4,441, yarns. This represents an increase over the corresponding figures for the last few months.

Arrivals from other countries totalled 5,584 packages, out of which 3,521 came from Japan, 1,434 from Hongkong, and 629 from Europe.

## Legislation, Executive Orders, and Court Decisions

By EWALD E. SELPH  
Röss, Selph, Carrascoso & Janda

**A**MONG the recent decisions of our Supreme Court are the following items which may be of interest to business men:

In the case of Del Rosario vs. Nava and Alto Surety Co. (G. R. No. L-5513, August 18, 1954), the surety Company was absolved from liability on an attachment bond because claim was not made in the proceedings in the case before judgment was rendered. The Court said:

"xxx we hold that while the prevailing party may apply for an award of damages against the surety even after an award has been already obtained against the principal, as ruled in *Visayan Surety and Insurance Corp. vs. Pascual*, G. R. No. L-3694, still the application and notice against the surety must be made before the judgment against the principal becomes final and executory, so that all awards for damages may be included in the final judgment. Wherefore, the Court below committed no error in refusing to entertain the appellant Nava's application for an award of damages against the appellee surety Com-

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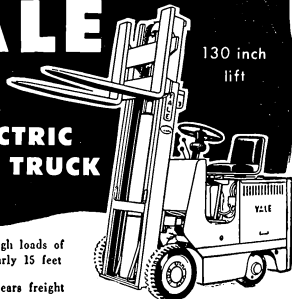
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pany ten months after the award against the principal obligor had become final."

In the case of National Organization of Laborers vs. Roldan et al. and Rizal Cement Co. (G. R. No. L-6888, August 31, 1954), the Supreme Court reiterated a ruling to the effect that acquittal of a laborer in a criminal case does not prevent the Court of Industrial Relations from conducting its own hearing and finding that the laborer is guilty of acts justifying dismissal or refusal to reinstate him. The Court said:

"xxx we hold that the acquittal of an employee in a criminal case is no bar to the CIR, after proper hearing, finding the same employee guilty of acts inimical to the interests of his employer and justifying loss of confidence in him by said employer, thereby warranting his dismissal or the refusal of the company to reinstate him. The reason for this is not difficult to see. The evidence required by law to establish guilt and to warrant conviction in a criminal case, substantially differs from the evidence necessary to establish responsibility or liability in a civil or non-criminal case. The difference is in the amount and weight of evidence and also in degree. In a criminal case, the evidence or proof must be beyond reasonable doubt while in a civil or non-criminal case, it is merely preponderance of evidence. In further support of this principle we may refer to Article 29 of the new Civil Code (Republic Act 386) which provides that when the accused in a criminal case is acquitted on the ground of reasonable doubt, a civil action for damages for the same act or omission may be instituted where only a preponderance of evidence is necessary to establish liability. From all this, it is clear that the CIR was justified in denying the petition of Rivas and Tolentino for reinstatements in the cement company because of their illegal possession of hand grenades intended by them for purposes of sabotage in connection with the strike on March 16, 1952."

In the case of Cruz v. Del Pilar and Luzon Surety Co., Inc. (G. R. No. L-6671, July 27, 1954), in which a mistake was made in the wording of a bond to lift an attachment by making it read costs and damages to defendant for wrongful attachment, instead of covering loss sustained by plaintiff by reason of lifting the attachment, the Supreme Court held that the title and purpose for which the bond was issued should govern. The Court said:

"Having come to the conclusion that the title and purpose for which the bond was issued, and not its mistaken language, should govern the responsibilities of the parties thereto, we will now determine whether the writ of execution could issue against the defendant surety. The bond was filed evidently under the provisions of Section 12 of Rule 59 of the Rules of Court, because it was filed by the defendant to secure the lifting or discharge of the writ of attachment. Mutual mistake and good faith having attended the drafting of the body of the bond, the terms thereof should be declared, as we hereby declare the same, to be that the defendant and surety are jointly and severally liable for the amount of the judgment, in accordance with the provisions of Section 17 of Rule 59. With this modification of the bond declared and ordered, the validity of the writ of execution ordered against the surety becomes evident."

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## Philippine Safety Council

By FRANK S. TENNY

Founder and Executive Director

SAFETY items currently of importance include Civil Defense and Disaster Organization (see article elsewhere in this issue), assistance to the city government in traffic matters, new company safety programs being

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