

means that when the act also results in another crime, the fine cannot be imposed.

HELD: The provision simply means that if there is only damage to property the amount fixed therein shall be imposed, but if there are also physical injuries there should be an additional penalty for the latter. (*ANGELES, etc. v. JOSE, ET AL.*, G. R. No. L-6494, November 24, 1954.)

INTERNATIONAL LAW

Foreign Law May Have Extra-territorial Effect In Another Country With Latter's Consent, Either Express Or Implied; Applicability of Philippine Property Act in P. I. Is Based on Tacit Consent of Philippine Government.

FACTS: The U.S. Attorney-General, invoking the Philippine Property Act of the United States, filed a petition in the CFI to compel respondent to pay him the proceeds of an endowment policy, already matured and payable to a Japanese national. Respondent-appellant claims that said Act is not applicable in the Philippines because of the absence of an express and specific provision in a Philippine law giving it that effect.

HELD: A foreign law may have extra-territorial effect in a country other than the country of origin, provided the latter, in which it is sought to be made operative, gives its consent thereto. The consent of a State to the operation of a foreign law within its territory does not need to be express; it may be implied from its conduct or from that of its authorized officers. In the case at bar, our consent to the applicability in the PI of the Act in question is clearly implied from the acts of the President and of the Sec. of Foreign Affairs and by the enactment of R. A. 7, 8, and 477. (*BROWNELL v. SUN LIFE ASSURANCE COMPANY OF CANADA*, G. R. No. L-5731, June 22, 1954.)

Extension of Foreign Judgment Prohibited If Contrary To The Law Or Policy Of The State Of The Forum.

FACTS: In 1939, defendant and plaintiff, both Phil. citizens, were married in the PI. Defendant left for the States and secured a divorce, on the ground of desertion, in 1941. In resisting this action, defendant seeks to enforce said divorce decree.

HELD: In *Sikat v. Canson*, 67 Phil. 207, it was held that, since under PI laws divorce can only be granted on the ground of adultery or concubinage, a foreign divorce granted on any other ground cannot be enforced. Such pronouncement is in keeping with the principle of Private International Law which prohibits the extension of a foreign judgment, or the law affecting the same, if it is contrary to the law or fundamental policy of the State of the *forum*. (*ARCA v. JAVIER*, G. R. No. L-6768, July 31, 1954.)

The Enemy, In Taking Private Lands For Uses Demanded By The Exigencies Of War, Is Not Mala Fide Possessor Thereof; Thus, Title To Improvements Made By It Does Not Pass To Landowners.

FACTS: The land in question was occupied by the Japanese during the war and converted by it into an airfield. At Liberation, the U.S. army occupied the airstrip and in 1946 turned it over to the PI Govt. In this expropriation proceedings commenced by the Govt., the landowners are demanding compensation for the airstrip and other improvements constructed by the Japanese on the ground that, as the enemy could not take private property without compensation, the Japanese were possessors in bad faith and thus the improvements made thereon pass to the owners, in accordance with the Civil Code.

HELD: In the first place, the Code does not govern relations between private persons and a sovereign belligerent. Second, while the enemy may not confiscate private property, confiscation differs from temporary use for purposes demanded by necessities of war. Thus, the Japanese occupant is not a possessor in bad faith of the lands since its use thereof was merely temporary, demanded by war exigencies. And while the landowners retained title to the property, the Govt. succeeded to the ownership of the improvements, and is not obliged to pay indemnity therefor. (*REPUBLIC OF THE PHILIPPINES v. LARA ET AL.*, G. R. No. L-5080, November 29, 1954.)

LABOR LAW

COURT OF INDUSTRIAL RELATIONS

The Court Of Industrial Relations Has Exclusive Jurisdiction Over Labor Disputes Under The Law.

FACTS: The P.S.U.M.W. union filed an action against the S.M. Co. for the latter's alleged violation of their closed shop agreement. The Co. filed a motion to dismiss on the ground of lack of jurisdiction over the subject matter, claiming that the case should have been properly brought in the CIR. The union contends that the CFI has jurisdiction over the case and that the law, in creating the CIR never intended to supersede the functions of regularly created judicial courts.

HELD: Although not every employer-employee dispute must be brought to the industrial court, yet for the settlement of labor disputes, Congress through C.A. 103 gave the industrial court exclusive jurisdiction. The legislative will to grant exclusive jurisdiction—especially with respect to bargaining contracts—is confirmed by R.A. 875 which expressly provides that the CIR's jurisdiction shall be exclusive "to prevent unfair labor practices" which inferentially includes breaches of bargaining contracts. (*PAMBUJAN SUR UNITED MINES WOKER v. SAMAR MINING Co.*, G. R. No. L-5694, May 12, 1954.)

Employee's Acquittal In A Criminal Case Does Not Bar CIR From Finding Him Guilty Of Acts Warranting Company's Refusal To Reinstatement Him.

FACTS: During a strike of the NOLE, Rivas and Tolentino were found with hand grenades. A criminal action was filed against them but they were acquitted. In the action for their