

VILLA REY TRANSIT, INC., PETITIONER, VS. THE COURT OF APPEALS, TRINIDAD A. QUINTOS, PRIMA A. QUINTOS, AND JULITA A. QUINTOS, RESPONDENTS.

G.R. No. L-25499. February 18, 1970

Ponente: CONCEPCION, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/e88d0ee24001/>

CONCEPCION, C.J.:

Petitioner, Villa Rey Transit, Inc., seeks the review by certiorari of a decision of the Court of Appeals affirming that of the Court of First Instance of Pangasinan. The basic facts are set forth in said decision of the Court of Appeals, from which We quote:

"At about 1:30 in the morning of March 17, 1960, an Izuzu First Class passenger bus owned and operated by the defendant, bearing Plate No. TPU-14871-Bulacan and driven by Laureano Casim, left Lingayen, Pangasinan, for Manila. Among its paying passengers was the deceased, Policronio Quintos, Jr. who sat on the first seat, second row, right side of the bus. At about 4:55 o'clock a.m. when the vehicle was nearing the northern approach of the Sadsaran Bridge on the national highway in barrio Sto. Domingo, municipality of Minalin, Pampanga, it frontally hit the rear side of a bulcart filled with hay. As a result the end of a bamboo pole placed on top of the hayload and tied to the cart to hold it in place, hit the right side of the windshield of the bus. The protruding end of the bamboo pole, about 8 feet long from the rear of the bulcart, penetrated through the glass windshield and landed on the face of Policronio Quintos, Jr. who, because of the impact, fell from his seat and was sprawled on the floor. The pole landed on his left eye and the bone of the left side of his face was fractured. He suffered other multiple wounds and was rendered unconscious due, among other causes to severe cerebral concussion. A La Mallorca passenger bus going in the opposite direction towards San Fernando, Pampanga, reached the scene of the mishap and it was stopped by Patrolman Felino Bacani of the municipal police force of Minalin who, in the meantime, had gone to the scene to investigate. Patrolman Bacani placed Policronio Quintos, Jr. and three other injured men who rode on the bulcart aboard the La Mallorca bus and brought them to the provincial hospital of Pampanga at San Fernando for medical assistance. Notwithstanding such assistance, Policronio Quintos, Jr. died at 3:15 p.m. on the same day, March 17, 1960, due to traumatic shock due to cerebral injuries."

The private respondents, Trinidad, Prima and Junta, all surnamed Quintos, are the sisters and only surviving heirs of Policronio Quintos, Jr., who died single, leaving no descendants nor ascendants. Said respondents herein brought this action against herein petitioner, Villa Rey Transit, Inc., as owner and operator of said passenger bus, bearing Plate No. TPU-14871-Bulacan, for breach of the contract of carriage between said petitioner and the deceased Policronio Quintos, Jr., to recover the aggregate sum of P63,750.00 as damages, including attorney's fees. Said petitioner - defendant in the court of first instance - contended that the mishap was due to a fortuitous event, but this pretense was rejected by the trial court and the Court of Appeals, both of which found that the accident and the death of Policronio had been due to the negligence of the bus driver, for whom petitioner was liable under its contract of carriage with the deceased. In the language of His Honor, the trial Judge:

"The mishap was not the result of any unforeseeable fortuitous event or emergency but was the direct result

of the negligence of the driver of the defendant. The defendant must, therefore, respond for damages resulting from its breach of contract for carriage. As the complaint alleged a total damage of only P63,750.00 although as elsewhere shown in this decision the damages for wake and burial expenses, loss of income, death of the victim, and attorneys fee reach the aggregate of P79,615.95, this Court finds it just that said damages be as-sessed at total of only P63, 750.00 as prayed for in plaintiffs' amended complaint."

The dispositive part of the decision of the trial Court reads:

"WHEREFORE, judgment is hereby rendered ordering the defendant to pay to the plaintiffs the amount of P63,750.00 as damages for breach of contract of carriage resulting from the death of Policronio Quintos, Jr."

which, as above indicated, was affirmed by the Court of Appeals. Hence, the present petition for review on certiorari, filed by Villa Rey Transit, Inc.

The only issue raised in this appeal is the amount of damages recoverable by private respondents herein. The determination of such amount depends, mainly upon two (2) factors, namely: (1) the number of years on the basis of which the damages shall be computed; and (2) the rate at which the losses sustained by said respondents should be fixed.

The first factor was based by the trial court - the view of which was concurred in by the Court of Appeals - upon the life expectancy of Policronio Quintos, Jr., which was placed at 33-1/3 years - he being over 29 years of age (or around 30 years for purposes of computation) at the time of his demise - by applying the formula $(2/3 \times [80-30] = \text{life expectancy})$ adopted in the American Expectancy Table of Mortality or the actuarial or Combined Experience Table of Mortality. Upon the other hand, petitioner maintains that the lower courts had erred in adopting said formula and in not acting in accordance with *Alcantara v. Surro*[1] in which the damages were computed on a four (4) year basis, despite the fact that the victim therein was 39 years old, at the time of his death, and had a life expectancy of 28.90 years.

The case cited is not, however, controlling in the one at bar. In the *Alcantara* case, none of the parties had questioned the propriety of the four-year basis adopted by the trial court in making its award of damages. Both parties appealed, but only as regards the amount thereof. The plaintiffs assailed the non-inclusion, in its computation, of the bonus that the corporation, which was the victim's employer, had awarded to deserving officers and employees, based upon the profits earned less than two (2) months before the accident that resulted in his death. The defendants in turn, objected to the sum awarded for the fourth year, which was treble that of the previous years, based upon the increases given, in that fourth year, to other employees of the same corporation. Neither this objection nor said claim for inclusion of the bonus was sustained by this Court. Accordingly, the same had not thereby laid down any rule on the length of time to be used in the computation of damages. On the contrary, it declared:

"The determination of the indemnity to be awarded to the heirs of a deceased person has therefore no fixed basis. Much is left to the discretion of the court considering the moral and material damages involved, and so it has been said that '(t)here can be no exact or uniform rule for measuring the value of a human life and the measure of damages cannot be arrived at by precise mathematical calculation, but the amount recoverable depends on the particular facts and circumstances of each case. The life expectancy of the deceased or of the beneficiary, whichever is shorter, is an important factor.' (25 C.J.S. 1241.) Other factors that are usually considered are: (1) pecuniary loss to plaintiff or beneficiary (25 C.J.S. 1243-1250); (2) loss of support (25 C.J.S., 1250-1251); (3) loss of service (25 C.J.S. 1251-1254); (4) loss of society (25 C.J.S. 1254-1255); (5) mental suffering of beneficiaries (25 C.J.S., 1258-1259); and (6) medical and funeral expenses (25 C.J.S., 1254-1260)."[2]

Thus, life expectancy is, not only relevant, but, also, an important element in fixing the amount recoverable by

private respondents herein. Although it is not the sole element determinative of said amount, no cogent reason has been given to warrant its disregard and the adoption, in the case at bar, of a purely arbitrary standard, such as a four-year rule. In short, the Court of Appeals has not erred in basing the computation of petitioner's liability upon the life expectancy of Policronio Quintos, Jr.

With respect to the rate at which the damages shall be computed, petitioner impugns the decision appealed from upon the ground that the damages awarded therein will have to be paid now, whereas most of those sought to be indemnified will be suffered years later. This argument is basically true, and this is, perhaps, one of the reasons why the Alcantara case points out the absence of a "fixed basis" for the ascertainment of the damages recoverable in litigations like the one at bar. Just the same, the force of the said argument of petitioner herein is offset by the fact that, although payment of the award in the case at bar will have to take place upon the finality of the decision therein, the liability of petitioner herein had been fixed at the rate only of P2,184.00 a year, which is the annual salary of Policronio Quintos, Jr. at the time of his death, as a young "training assistant" in the Bacnotan Cement Industries, Inc. In other words, unlike the Alcantara case, on which petitioner relies, the lower courts did not consider, in the present case, Policronio's potentiality and capacity to increase his future income. Indeed, upon the conclusion of his training period, he was supposed to have a better job and be promoted from time to time, and, hence, to earn more, if not - considering the growing importance of trade, commerce and industry and the concomitant rise in the income level of officers and employees therein - much more.

At this juncture, it should be noted, also, that We are mainly concerned with the determination of the losses or damages sustained by the private respondents, as dependents and intestate heirs of the deceased, and that said damages consist, not of the full amount of his earnings, but of the support they received or would have received from him had he not died in consequence of the negligence of petitioner's agent. In fixing the amount of that support, We must reckon with the "necessary expenses of his own living", which should be deducted from his earnings. Thus, it has been consistently held that earning capacity, as an element of damages to one's estate for his death by wrongful act is necessarily his net earning capacity or his capacity to acquire money, 'less the necessary expense for his own living.'[3] Stated otherwise, the amount recoverable is not the loss of the entire earning, but rather the loss of that portion of the earnings which the beneficiary would have received.[4] In other words, only net earnings, not gross earning, are to be considered,[5] that is, the total of the earnings less expenses necessary in the creation of such earnings or income[6] and less living and other incidental expenses.[7]

All things considered, We are of the opinion that it is fair and reasonable to fix the deductible living and other expenses of the deceased at the sum of P1,184.00 a year, or about P100.00 a month, and that, consequently, the loss sustained by his sisters may be roughly estimated at P1,000.00 a year or P33,333.33 for the 33-1/3 years of his life expectancy. To this sum of P33,333.33, the following should be added: (a) P12,000.00, pursuant to Arts. 104 and 107 of the Revised Penal Code, in relation to Article 2206 of our Civil Code, as construed and applied by this Court;[8] (b) P1,727.95, actually spent by private respondents for medical and burial expenses; and (c) attorney's fees, which was fixed by the trial court, at P500.00, but which, in view of the appeal taken by petitioner herein, first to the Court of Appeals and later to this Supreme Court, should be increased to P2,500.00. In other words, the amount adjudged in the decision appealed from should be reduced to the aggregate sum of P49,561.28, with interest thereon, at the legal rate, from December 29, 1961, date of the promulgation of the decision of the trial court.

Thus modified, said decision and that of the Court of Appeals are hereby affirmed, in all other respects, with costs against petitioner, Villa Rey Transit, Inc.

IT IS SO ORDERED.

Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Ruiz Castro, Fernando, Teehankee, Barredo, and Villamor, JJ., concur.

[1] 93 Phil. 472.

[2] Underscoring ours.

[3] *Pitman v. Merriman*, 117 A. 18, 19, 80 N.H. 295.

[4] *Lynch v. Lynch*, 195 A. 799; *Lockerman v. Hurlock*, 125 A. 482, 2 W.W. Harr. 479; *Lemmon v. Broadwater*, 108 A. 273, 7 Boyce 472; *Louisville & N.R.R. Co. v. Reverman's Adm'x*, 15 S.W. 2d 300; *Heppner v. Atchison, T. & S.F. Ry. Co.*, 297 S.W. 2d 497; *Darnell v. Panhandle Co-op. Ass'n*, 120 N.W. 2d 278 175 Neb. 40.

[5] *Meehan v. Central R. Co. of New Jersey*, D.C.N.Y., 181, F. Supp. 594.

[6] *Frasier v. Public Service Interstate Transp. Co.*, C.A.N.Y., 244 F. 2d. 668.

[7] *Hanks v. Norfolk & Western Ry. Co.*, 52 S.E. 2d 717, 230 N.C. 179; *Gardner v. National Bulk Carriers, Inc.*, D. C. Va. 221 F. Supp. 243, affirmed, C.A., 333 F. 2d 676; *Meehan v. Central R. Co. of New Jersey*, D.C.N.Y., 181 F. Supp. 594; *Frazier v. Ewell Engineering & Contracting Co.*, 62 So. 2d 51. See, also, 2 Cooley on Torts, 168-169.

[8] *People v. Pantoja*, L-18793, Oct. 11, 1968; *People v. Sangaran*, L-21757, Nov. 26, 1968; *People v. Gutierrez*, L-25372, Nov. 29, 1968; *People v. Buenbrazo*, L-27852, Nov. 29, 1968; *People v. Bakang*, L-20908, Jan. 31, 1969; *People v. Labutin*, L-23513, Jan. 31, 1969; *People v. Acabado*, L-26104, Jan. 31, 1969; *People v. Vacal*, L-20913, Feb. 27, 1969; *People v. Gonzales*, L-23303-04, May 20, 1969; *People v. Tapac*, L-26491, May 20, 1969; *People v. Aranas*, L-27851, Oct. 28, 1969.

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.