

**JOSE SANICO AND VICENTE CASTRO, PETITIONERS, VS.
WERHERLINA P. COLIPANO, RESPONDENT.***G.R. No. 209969. September 27, 2017*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-209969/>**CAGUIOA, J:**

Before the Court is a Petition for Review on Certiorari[1] under Rule 45 of the Rules of Court filed by petitioners Jose Sanico (Sanico) and Vicente Castro (Castro), assailing the Decision[2] dated September 30, 2013 of the Court of Appeals (CA) in CA-G.R. CEB-CV No. 01889. The CA affirmed with modification the Decision[3] dated October 27, 2006 of the Regional Trial Court, Branch 25, Danao City (RTC) which found Sanico and Castro liable for breach of contract of carriage and awarded actual and compensatory damages for loss of income in favor of respondent Werherlina P. Colipano (Colipano). The CA reduced the compensatory damages that the RTC awarded.

Antecedents

Colipano filed a complaint on January 7, 1997 for breach of contract of carriage and damages against Sanico and Castro.[4] In her complaint, Colipano claimed that at 4:00 P.M. more or less of December 25, 1993, Christmas Day, she and her daughter were; paying passengers in the jeepney operated by Sanico, which was driven by Castro.[5] Colipano claimed she was made to sit on an empty beer case at the edge of the rear entrance/exit of the jeepney with her sleeping child on her lap.[6] And, at an uphill incline in the road to Natimao-an, Carmen, Cebu, the jeepney slid backwards because it did not have the power to reach the top.[7] Colipano pushed both her feet against the step board to prevent herself and her child from being thrown out of the exit, but because the step board was wet, her left foot slipped and got crushed between the step board and a coconut tree which the jeepney bumped, causing the jeepney to stop its backward movement.[8] Colipano's leg was badly injured and was eventually amputated.[9] Colipano prayed for actual damages, loss of income, moral damages, exemplary damages, and attorney's fees.[10]

In their answer, Sanico and Castro admitted that Colipano's leg was crushed and amputated but claimed that it was Colipano's fault that her leg was crushed.[11] They admitted that the jeepney slid backwards because the jeepney lost power.[12] The conductor then instructed everyone not to panic but Colipano tried to disembark and her foot got caught in between the step board and the coconut tree.[13] Sanico claimed that he paid for all the hospital and medical expenses of Colipano,[14] and that Colipano eventually freely and voluntarily executed an Affidavit of Desistance and Release of Claim.[15]

After trial, the RTC found that Sanico and Castro breached the contract of carriage between them and Colipano but only awarded actual and compensatory damages in favor of Colipano. The dispositive portion of the RTC Decision states:

WHEREFORE, premises considered, this Court finds the defendants LIABLE for breach of contract of carriage and are solidarily liable to pay plaintiff:

- Actual damages in the amount of P2,098.80; and

- Compensatory damages for loss of income in the amount of P360,000.00.

No costs.

SO ORDERED.[16]

Only Sanico and Castro appealed to the CA, which affirmed with modification the RTC Decision. The dispositive portion of the CA Decision states:

IN LIGHT OF ALL THE FOREGOING, the instant appeal is PARTIALLY GRANTED. The Decision dated October 27, 2006 of the Regional Trial Court, Branch 25, Danao City, in Civil Case No. DNA-418, is AFFIRMED with MODIFICATION in that the award for compensatory damages for loss of income in paragraph 2 of the dispositive portion of the RTC's decision, is reduced to P200,000.00.

SO ORDERED.[17]

Without moving for the reconsideration of the CA Decision, Sanico and Castro filed this petition before the Court assailing the CA Decision.

Issues

- Whether the CA erred in finding that Sanico and Castro breached the contract of carriage with Colipano;
- Whether the Affidavit of Desistance and Release of Claim is binding on Colipano; and
- Whether the CA erred in the amount of damages awarded.

The Court's Ruling

The Court partly grants the petition.

Only Sanico breached the contract of carriage.

Here, it is beyond dispute that Colipano was injured while she was a passenger in the jeepney owned and operated by Sanico that was being driven by Castro. Both the CA and RTC found Sanico and Castro jointly and severally liable. This, however, is erroneous because only Sanico was the party to the contract of carriage with Colipano.

Since the cause of action is based on a breach of a contract of carriage, the liability of Sanico is direct as the contract is between him and Colipano. Castro, being merely the driver of Sanico's jeepney, cannot be made liable as he is not a party to the contract of carriage.

In *Soberano v. Manila Railroad Co.*, [18] the Court ruled that a complaint for breach of a contract of carriage is dismissible as against the employee who was driving the bus because the parties to the contract of carriage are only the passenger, the bus owner, and the operator, viz.:

The complaint against Caccam was therefore properly dismissed. He was not a party to the contract; he was a mere employee of the BAL. The parties to that contract are Juana Soberano, the passenger, and the MRR and its subsidiary, the BAL, the bus owner and operator, respectively; and consequent to the inability of the defendant companies to carry Juana Soberano and her baggage and personal effects securely and safely to her destination as imposed by law (art. 1733, in relation to arts. 1736 and 1755, N.C.C.), their liability to her becomes direct and immediate.[19]

Since Castro was not a party to the contract of carriage, Colipano had no cause of action against him and the complaint against him should be dismissed. Although he was driving the jeepney, he was a mere employee of Sanico, who was the operator and owner of the jeepney. The obligation to carry Colipano safely to her destination was with Sanico. In fact, the elements of a contract of carriage existed between Colipano and Sanico: consent, as

shown when Castro, as employee of Sanico, accepted Colipano as a passenger when he allowed Colipano to board the jeepney, and as to Colipano, when she boarded the jeepney; cause or consideration, when Colipano, for her part, paid her fare; and, object, the transportation of Colipano from the place of departure to the place of destination.[20]

Having established that the contract of carriage was only between Sanico and Colipano and that therefore Colipano had no cause of action against Castro, the Court next determines whether Sanico breached his obligations to Colipano under the contract.

Sanico is liable as operator and owner of a common carrier.

Specific to a contract of carriage, the Civil Code requires common carriers to observe extraordinary diligence in safely transporting their passengers. Article 1733 of the Civil Code states:

ART. 1733. Common carriers, from the nature of their business and for reasons of public policy, are bound to observe extraordinary diligence in the vigilance over the goods and for the safety of the passengers transported by them, according to all the circumstances of each case.

Such extraordinary diligence in the vigilance over the goods is further expressed in Articles 1734, 1735 and 1745, Nos. 5, 6, and 7, while the extraordinary diligence for the safety of the passengers is further set forth in Articles 1755 and 1756.

This extraordinary diligence, following Article 1755 of the Civil Code, means that common carriers have the obligation to carry passengers safely as far as human care and foresight can provide, using the utmost diligence of very cautious persons, with due regard for all the circumstances.

In case of death of or injury to their passengers, Article 1756 of the Civil Code provides that common carriers are presumed to have been at fault or negligent, and this presumption can be overcome only by proof of the extraordinary diligence exercised to ensure the safety of the passengers.[21]

Being an operator and owner of a common carrier, Sanico was required to observe extraordinary diligence in safely transporting Colipano. When Colipano's leg was injured while she was a passenger in Sanico's jeepney, the presumption of fault or negligence on Sanico's part arose and he had the burden to prove that he exercised the extraordinary diligence required of him. He failed to do this.

In *Calalas v. Court of Appeals*,[22] the Court found that allowing the respondent in that case to be seated in an extension seat, which was a wooden stool at the rear of the jeepney, "placed [the respondent] in a peril greater than that to which the other passengers were exposed." [23] The Court further ruled that the petitioner in *Calalas* was not only "unable to overcome the presumption of negligence imposed on him for the injury sustained by [the respondent], but also, the evidence shows he was actually negligent in transporting passengers." [24]

Calalas squarely applies here. Sanico failed to rebut the presumption of fault or negligence under the Civil Code. More than this, the evidence indubitably established Sanico's negligence when Castro made Colipano sit on an empty beer case at the edge of the rear entrance/exit of the jeepney with her sleeping child on her lap, which put her and her child in greater peril than the other passengers. As the CA correctly held:

For the driver, Vicente Castro, to allow a seat extension made of an empty case of beer clearly indicates lack of prudence. Permitting Werherlina to occupy an improvised seat in the rear portion of the jeepney, with a child on her lap to boot, exposed her and her child in a peril greater than that to which the other passengers were exposed. The use of an improvised seat extension is undeniable, in view of the testimony of plaintiffs witness, which is consistent with Werherlina's testimonial assertion. Werherlina and her witness's testimony were accorded belief by the RTC. Factual findings of the trial court are entitled to great weight on appeal and should

not be disturbed except for strong and valid reasons, because the trial court is in a better position to examine the demeanor of the witnesses while testifying.[25]

The CA also correctly held that the defense of engine failure, instead of exonerating Sanico, only aggravated his already precarious position.[26] The engine failure "hinted lack of regular check and maintenance to ensure that the engine is at its best, considering that the jeepney regularly passes through a mountainous area." [27] This failure to ensure that the jeepney can safely transport passengers through its route which required navigation through a mountainous area is proof of fault on Sanico's part. In the face of such evidence, there is no question as to Sanico's fault or negligence.

Further, common carriers may also be liable for damages when they contravene the tenor of their obligations. Article 1170 of the Civil Code states:

ART. 1170. Those who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof, are liable for damages.

In *Magat v. Medialdea*, [28] the Court ruled: "The phrase 'in any manner contravene the tenor' of the obligation includes any illicit act or omission which impairs the strict and faithful fulfillment of the obligation and every kind of defective performance." [29] There is no question here that making Colipano sit on the empty beer case was a clear showing of how Sanico contravened the tenor of his obligation to safely transport Colipano from the place of departure to the place of destination as far as human care and foresight can provide, using the utmost diligence of very cautious persons, and with due regard for all the circumstances.

Sanico's attempt to evade liability by arguing that he exercised extraordinary diligence when he hired; Castro, who was allegedly an experienced and time-tested driver, whom he had even accompanied on a test-drive and in whom he was personally convinced of the driving skills, [30] are not enough to exonerate him from liability - because the liability of common carriers does not cease upon proof that they exercised all the diligence of a good father of a family in the selection and supervision of their employees. This is the express mandate of Article 1759 of the Civil Code:

ART. 1759. Common carriers are liable for the death of or injuries to passengers through the negligence or willful acts of the former's employees, although such employees may have acted beyond the scope of their authority or in violation of the orders of the common carriers.

This liability of the common carriers does not cease upon proof that they exercised all the diligence of a good father of a family in the selection and supervision of their employees.

The only defenses available to common carriers are (1) proof that they observed extraordinary diligence as prescribed in Article 1756, [31] and (2) following Article 1174 of the Civil Code, proof that the injury or death was brought about by an event which "could not be foreseen, or which, though foreseen, were inevitable," or a fortuitous event.

The Court finds that neither of these defenses obtain. Thus, Sanico is liable for damages to Colipano because of the injury that Colipano suffered as a passenger of Sanico's jeepney.

The Affidavit of Desistance and Release of Claim is void.

Sanico cannot be exonerated from liability under the Affidavit of Desistance and Release of Claim [32] and his payment of the hospital and medical bills of Colipano amounting to P44,900.00. [33]

The RTC ruled that "the Affidavit of Desistance and Release of Claim is not binding on plaintiff [Colipano] in the absence of proof that the contents thereof were sufficiently translated and explained to her." [34] The CA affirmed

the findings of the RTC and ruled that the document was not binding on Colipano, as follows:

Finally, We sustain the RTC's finding that the affidavit of desistance and release of claim, offered by defendants-appellants, are not binding on Werherlina, quoting with approval its reflection on the matter, saying:

xxx this Court finds that the Affidavit of Desistance and Release of Claim is not binding on plaintiff in the absence of proof that the contents thereof were sufficiently explained to her. It is clear from the plaintiffs circumstances that she is not able to understand English, more so stipulations stated in the said Affidavit and Release. It is understandable that in her pressing need, the plaintiff may have been easily convinced to sign the document with the promise that she will be compensated for her injuries.[35]

The Court finds no reason to depart from these findings of the CA and the RTC.

For there to be a valid waiver, the following requisites are essential:

(1) that the person making the waiver possesses the right, (2) that he has the capacity and power to dispose of the right, (3) that the waiver must be clear and unequivocal although it may be made expressly or impliedly, and (4) that the waiver is not contrary to law, public policy, public order, morals, good customs or prejudicial to a third person with a right recognized by law.[36]

While the first two requirements can be said to exist in this case, the third and fourth requirements are, however, lacking.

For the waiver to be clear and unequivocal, the person waiving the right should understand what she is waiving and the effect of such waiver. Both the CA and RTC made the factual determination that Colipano was not able to understand English and that there was no proof that the documents and their contents and effects were explained to her. These findings of the RTC, affirmed by the CA, are entitled to great weight and respect.[37] As this Court held in *Philippine National Railways Corp. v. Vizcara*[38]:

It is a well-established rule that factual findings by the CA are conclusive on the parties and are not reviewable by this Court. They are entitled to great weight and respect, even finality, especially when, as in this case, the CA affirmed the factual findings arrived at by the trial court.[39]

Although there are exceptions to this rule,[40] the exceptions are absent here.

Colipano could not have clearly and unequivocally waived her right to claim damages when she had no understanding of the right she was waiving and the extent of that right. Worse, she was made to sign a document written in a language she did not understand.

The fourth requirement for a valid waiver is also lacking as the waiver, based on the attendant facts, can only be construed as contrary to public policy. The doctrine in *Gatchalian v. Delim*,[41] which the CA correctly cited,[42] is applicable here:

Finally, because what is involved here is the liability of a common carrier for injuries sustained by passengers in respect of whose safety a common carrier must exercise extraordinary diligence, we must construe any such purported waiver most strictly against the common carrier. For a waiver to be valid and effective, it must not be contrary to law, morals, public policy or good customs. To uphold a supposed waiver of any right to claim damages by an injured passenger, under circumstances like those exhibited in this case, would be to dilute and weaken the standard of extraordinary diligence exacted by the law from common carriers and hence to render that standard unenforceable. We believe such a purported waiver is offensive to public policy.[43]

"[P]ublic policy refers to the aims of the state to promote the social and general well-being of the inhabitants." [44] The Civil Code requires extraordinary diligence from common carriers because the nature of their business

requires the public to put their safety and lives in the hands of these common carriers. The State imposes this extraordinary diligence to promote the well-being of the public who avail themselves of the services of common carriers. Thus, in instances of injury or death, a waiver of the right to claim damages is strictly construed against the common carrier so as not to dilute or weaken the public policy behind the required standard of extraordinary diligence.

It was for this reason that in *Gatchalian*, the waiver was considered offensive to public policy because it was shown that the passenger was still in the hospital and was dizzy when she signed the document. It was also shown that when she saw the other passengers signing the document, she signed it without reading it. .

Similar to *Gatchalian*, *Colipano* testified that she did not understand the document she signed.[45] She also did not understand the nature and extent of her waiver as the content of the document was not explained to her.[46] The waiver is therefore void because it is contrary to public policy.[47]

The Court reiterates that waivers executed under similar circumstances are indeed contrary to public policy and are void.[48] To uphold waivers taken from injured passengers who have no knowledge of their entitlement under the law and the extent of liability of common carriers would indeed dilute the extraordinary diligence required from common carriers, and contravene a public policy reflected in the Civil Code.

Amount of compensatory damages granted is incorrect.

On the amount of damages, the RTC awarded P2,098.80 as actual damages and P360,000.00 as compensatory damages for loss of income, as follows:

[T]his Court can only award actual damages in the amount that is duly supported by receipts, that is, P2,098.80 and not P7,277.80 as prayed for by plaintiff as there is no basis for the amount prayed for. However, considering that plaintiff has suffered the loss of one leg which has caused her to be limited in her movement thus resulting in loss of livelihood, she is entitled to compensatory damages for lost income at the rate of P12,000.00/year for thirty years in the amount of P360,000.00.[49]

The CA, on the other hand, modified the award of the RTC by reducing the compensatory damages from P360,000.00 to P200,000.00, thus:

By virtue of their negligence, defendants-appellants are liable to pay Werherlina compensatory damages for loss of earning capacity. In arriving at the proper amount, the Supreme Court has consistently used the following formula:

Net Earning Capacity

=

Life Expectancy x [Gross Annual Income - Living Expenses (50% of gross annual income)]

where life expectancy

=

$\frac{2}{3}$ (80 - the age of the deceased).

Based on the stated formula, the damages due to Werherlina for loss of earning capacity is:

Net Earning Capacity

=

$[2/3 \times (80-30)] \times (P12,000.00 \times (50\%))$

=

$(2/3 \times 50) \times P6,000.00$

=

$33.33 \times P6,000.00$

=

P200,000.00

The award of the sum of P200,000.00 as compensatory damages for loss of earning capacity is in order, notwithstanding the objections of defendants-appellants with respect to lack of evidence on Werherlina's age and annual income.[50]

Sanico argues that Colipano failed to present documentary evidence to support her age and her income, so that her testimony is self-serving and that there was no basis for the award of compensatory damages in her favor.[51] Sanico is gravely mistaken.

The Court has held in *Heirs of Pedro Clemenña y Zurbano v. Heirs of Irene B. Bien*[52] that testimonial evidence cannot be objected to on the ground of being self-serving, thus:

"Self-serving evidence" is not to be taken literally to mean any evidence that serves its proponent's interest. The term, if used with any legal sense, refers only to acts or declarations made by a party in his own interest at some place and time out of court, and it does not include testimony that he gives as a witness in court. Evidence of this sort is excluded on the same ground as any hearsay evidence, that is, lack of opportunity for cross-examination by the adverse party and on the consideration that its admission would open the door to fraud and fabrication. In contrast, a party's testimony in court is sworn and subject to cross-examination by the other party, and therefore, not susceptible to an objection on the ground that it is self-serving.[53]

Colipano was subjected to cross-examination and both the RTC and CA believed her testimony on her age and annual income. In fact, as these are questions of facts, these findings of the RTC and CA are likewise binding on the Court.[54]

Further, although as a general rule, documentary evidence is required to prove loss of earning capacity, Colipano's

testimony on her annual earnings of P12,000.00 is an allowed exception. There are two exceptions to the general rule and Colipano's testimonial evidence falls under the second exception, viz.:

By way of exception, damages for loss of earning capacity may be awarded despite the absence of documentary evidence when (1) the deceased is self-employed earning less than the minimum wage under current labor laws, and judicial notice may be taken of the fact that in the deceased's line of work no documentary evidence is available; or (2) the deceased is employed as a daily wage worker earning less than the minimum wage under current labor laws.[55]

The CA applied the correct formula for computing the loss of Colipano's earning capacity:

Net earning capacity = Life expectancy x [Gross Annual Income - Living Expenses (50% of gross annual income)], where life expectancy = $\frac{2}{3}$ (80-the age of the deceased).[56]

However, the CA erred when it used Colipano's age at the time she testified as basis for computing the loss of earning capacity.[57] The loss of earning capacity commenced when Colipano's leg was crushed on December 25, 1993. Given that Colipano was 30 years old when she testified on October 14, 1997, she was roughly 27 years old on December 25, 1993 when the injury was sustained. Following the foregoing formula, the net earning capacity of Colipano is P212,000.00.[58]

Sanico is liable to pay interest.

Interest is a form of actual or compensatory damages as it belongs to Chapter 2[59] of Title XVIII on Damages of the Civil Code. Under Article 2210 of the Civil Code, "[i]nterest may, in the discretion of the court, be allowed upon damages awarded for breach of contract." Here, given the gravity of the breach of the contract of carriage causing the serious injury to the leg of Colipano that resulted in its amputation, the Court deems it just and equitable to award interest from the date of the RTC decision. Since the award of damages was given by the RTC in its Decision dated October 27, 2006, the interest on the amount awarded shall be deemed to run beginning October 27, 2006.

As to the rate of interest, in *Eastern Shipping Lines, Inc. v. Court of Appeals*,[60] the Court ruled that "[w]hen an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum." [61] Further, upon finality of the judgment awarding a sum of money, the rate of interest shall be 12% per annum from such finality until satisfaction because the interim period is considered a forbearance of credit.[62] Subsequently, in *Nacar v. Gallery Frames*,[63] the rate of legal interest for loans or forbearance of any money, goods or credits and the rate allowed in judgments was lowered from 12% to 6%. Thus, the applicable rate of interest to the award of damages to Colipano is 6%.

WHEREFORE, premises considered, the petition for review is hereby **PARTLY GRANTED**. As to petitioner Vicente Castro, the Decision of the Court of Appeals dated September 30, 2013 is **REVERSED** and **SET ASIDE** and the complaint against him is dismissed for lack of cause of action. As to petitioner Jose Sanico, the Decision of the Court of Appeals is hereby **AFFIRMED** with **MODIFICATIONS**, Petitioner Jose Sanico is liable and ordered to pay respondent Werherlina Colipano the following amounts:

- Actual damages in the amount of P2,098.80;
- Compensatory damages for loss of income in the amount of P212,000.00;
- Interest on the total amount of the damages awarded in 1 and 2 at the rate of 6% per annum reckoned from October 27, 2006 until finality of this Decision.

The total amount of the foregoing shall, in turn, earn interest at the rate of 6% per annum from finality of this Decision until full payment thereof.

SO ORDERED.

Peralta,[*] (Acting Chairperson), Perlas-Bernabe, and Reyes, Jr., JJ., concur.
Carpio, J., on official leave.

[*] Per Special Order No. 2487 dated September 19, 2017.

[1] Rollo, pp. 13-122 (inclusive of Annexes).

[2] Id. at 37-49. Penned by Associate Justice Pamela Ann Abella Maxino, with Associate Justices Edgardo L. Delos Santos and Maria Elisa Sempio Diy concurring.

[3] Id. at 50-56. Penned by Presiding Judge Sylva G. Aguirre-Paderanga.

[4] Id. at 57-63 (inclusive of Annexes).

[5] Id. at 57.

[6] Id. at 50, 58.

[7] Id. at 58.

[8] Id.

[9] Id.

[10] Id. at 59.

[11] See id. at 64, 66.

[12] Id. at 66.

[13] Id.

[14] Id. at 66-67.

[15] Id. at 67.

[16] Id. at 56.

[17] Id. at 48-49.

[18] 124 Phil. 1330 (1966).

[19] Id. at 1336.

[20] See *Peralta de Guerrero v. Madrigal Shipping Co., Inc.*, 106 Phil. 485, 487 (1959).

[21] CIVIL CODE, Art. 1756.

[22] 388 Phil. 146 (2000).

[23] Id. at 149, 153.

[24] Id. at 153.

[25] Rollo, p. 45.

[26] See *id.*

[27] *Id.*

[28] 206 Phil. 341 (1983).

[29] *Id.* at 349, citing *Arrieta v. National Rice and Corn Corp.*, 119 Phil. 339, 347 (1964).

[30] Rollo, pp. 25-26.

[31] CIVIL CODE, Art. 1756.

[32] See rollo, p. 52.

[33] *Id.* at 67.

[34] *Id.* at 55.

[35] *Id.* at 47-48.

[36] Eduardo P. Caguioa, *COMMENTS AND CASES ON CIVIL LAW CIVIL CODE OF THE PHILIPPINES*, Vol. 1 (1967 3rd Ed.), p. 13.

[37] See *British Airways v. Court of Appeals*, 349 Phil. 379, 390 (1998), citing *Meneses v. Court of Appeals*, 316 Phil. 210, 222 (1995).

[38] 682 Phil. 343 (2012).

[39] *Id.* at 353, citing *Cebu Shipyard & Eng'g Works, Inc. v. William Lines, Inc.*, 366 Phil. 439, 451 (1999), further citing *Meneses v. Court of Appeals*, *supra* note 37; *Tay Chun Suy v. Court of Appeals*, 299 Phil. 162, 168 (1994); *First Philippine International Bank v. CA*, 322 Phil. 280, 319. and 335-337 (1996); *Fortune Motors (Phils.) Corp. v. CA*, 335 Phil. 315, 330 (1997).

[40] See *Medina v. Asistio, Jr.*, 269 Phil. 225, 232 (1990).

[41] 280 Phil. 137 (1991).

[42] Rollo, p. 48.

[43] *Supra* note 41, at 144-145; *italics in original, emphasis supplied.*

[44] Caguioa, *supra* note 36, at 14.

[45] See rollo, pp. 47-48, 55.

[46] *Id.*

[47] CIVIL CODE, Art. 1409 (1).

[48] *Id.*

[49] Rollo, pp. 55-56.

[50] *Id.* at 45-46.

[51] *Id.* at 20-23.

[52] 533 Phil. 57 (2006).

[53] Id. at 68; emphasis and underscoring supplied, citations omitted.

[54] Philippine National Railways Corp. v. Vizcara, supra note 38, at 353.

[55] Serra v. Mumar, 684 Phil. 363, 374 (2012); citations omitted.

[56] Smith Bell Dodwell Shipping Agency Corp. v. Borja, 432 Phil. 913, 924 (2002).

[57] See rollo, p. 46.

[58] Computed as follows:

Net Earning Capacity

=

Life Expectancy x [Gross Annual Income - Living Expenses (50% of gross annual income)], where life expectancy = $\frac{2}{3}$ (80 - the age of the deceased)

=

$[\frac{2}{3} \times (80 - 27)] \times (P12,000.00 \times 50\%)$

=

$(\frac{2}{3} \times 53) \times P6,000.00$

=

$35.33 \times P6,000.00$

=

P212,000.00

[59] Actual or Compensatory Damages, Arts. 2199 to 2215.

[60] 304 Phil. 236 (1994).

[61] Id. at 253; italics in original.

[62] Id. at 254.

[63] 716 Phil. 267 (2013).

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