

**HING SIONG, PLAINTIFF AND APPELLEE, VS.. GUI CHIONG ET AL.,
DEFENDANTS. CATALINO CONCEPCION, APPELLANT.***G.R. No. 24198. February 19, 1926*

Ponente: STREET, J.

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On June 30, 1920, Catalino Concepcion, acting as customs broker for a Chinese principal, Ong Siong Kang (altos Gui Chiong) procured the delivery of two shipments of goods from Kobe, Japan, against two bonds for the production of the corresponding bills of lading. These bonds supply the basis of this action and, so far as concerns the present appeal, the sole question is whether the appellant, Catalino Concepcion, made himself personally liable by the manner in which he intervened in the execution of these bonds. The bond, Exhibit A to the complaint, begins as follows, and the corresponding paragraph in the other bond (Exhibit B) is the same; with the exception of the amount stated therein, which is P13,500:

"Know All Men By These Presents That we, Catalino Concepcion, customs broker for Ong Siong Kang, of Manila, P. I., as principal, and Union Guarantee Co., Ltd., as sureties, are held and firmly bound unto the Government of the Philippine Islands, in the sum of eighteen thousand nine hundred fifty pesos (P18,950) to be paid to the Government of the Philippine Islands, for the payment whereof we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents."

As signatories to the bond, we find first the name of the appellant, Catalino Concepcion, affixed by his agent, P. Concepcion. Then follows the signature of Gui Chiong Co., affixed by Ong Siong Kang, which in turn is followed by the signature of the Union Guarantee Co., Ltd., affixed by R. E. Humphreys. It is admitted that Gui Chiong is an alias of Ong Siong Kang, and it results that Ong Siong Kang, the principal of Catalino Concepcion, is himself a signatory party to the bond.

The liability of the principal upon these bonds is undeniable; and it appears that the surety, the Union Guarantee Co., Ltd., has satisfied the liability under both bonds, and in the trial court judgment over was given in favor of the Union Guarantee Co., Ltd., to recover of both Catalino Concepcion and Ong Siong Kang the amount paid by said Guarantee Co. as surety. It is from the liability thus fixed upon the appellant Concepcion by the judgment in favor of the Guarantee Co., that the present appeal is prosecuted.

We see no possible ground for doubting the correctness of the trial court's conclusion with respect to the liability of the appellant upon these bonds. But it is insisted that the words following the appellant's name in the bonds show that he was acting only in the capacity of customs broker for Ong Siong Kang, and it is urged that his principal, and not Concepcion himself, should alone be held liable upon the bond. We are of the opinion that this contention is untenable in view of the wording of the bond and the manner in which it is signed. The words "customs broker for Ong Siong Kang, of Manila," must be considered merely as *descriptio personæ*; Ong Siong Kang is himself a signatory to the bond and it is impossible to maintain that the appellant signed only as broker when his principal also signed for himself.

In the appellant's brief it is suggested that, if the liability of the appellant is sustained by the court, nevertheless his responsibility should be limited to the amount of the bond given by him as customs broker, which is said to be in the amount of P4,000. In this connection reference is made to the decision in the case of *Government of the Philippine Islands and Collector of Customs vs. Tienzo*, G. R. No. 21567.^[1] But in that case the document upon which liability was based expressly limited the liability on the broker to the amount of his bond. In the present case the extent of the liability is fixed at the amount stated in the respective bonds, and there is no ground for such a limitation as suggested.

The judgment appealed from must be affirmed, and it is so ordered, with costs against the appellant.

Avanceña, C. J., Johnson, Malcolm, Villamor, Ostrand, Johns, and Romualdez, JJ., concur.

[1] Promulgated September 26, 1924, not reported.

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