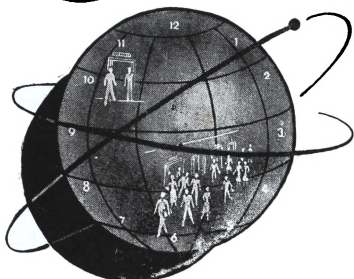




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In addition, the Schedule in no place authorizes the importations of rayon textiles or any other fabrics made from synthetic fibers.

On what legal basis are the local authorities allowing these ever-increasing Japanese imports, unscheduled in the Barter Agreement, to be imported from Japan?

Legislation, Executive Orders, and Court Decisions

By ROBERT JANDA

Ross, Selph, Carrascoso & Janda

IN the case of Santos, et al., vs. Mejia, et al., (G. R. Nos. L-6383 and L-6384), the Supreme Court considered a bond filed pursuant to court order to suspend a court order to vacate certain land involved in the litigation. Eventually, judgment was entered in the case and an execution was requested against the bonding company. The bonding company defended on the ground that it was stipulated in the surety bond "liability of surety on this bond will expire on THIRTY DAYS and said bond will be cancelled 10 DAYS after its expiration, unless (the) surety is notified of any existing obligations thereunder". The bond was executed on July 5, 1951, and was extended to July 4, 1952, "and to be cancelled 10 days thereafter unless notified of any obligation". The writ of execution against the losing party had been returned unsatisfied but it was not until September 1 that execution was requested against the bonding company. The Court held that the bonding company could validly raise the defense since notice was not given it during the period prescribed, the Court holding that the surety's obligations were those set forth in its bond and that these obligations could not be extended. The Court stated:

"... There is no rule of court which requires a surety to execute a bond which would answer for the principal's liability that might be adjudged by the court in the case where it was filed, if the surety did not wish to execute such bond. It is a settled rule in this jurisdiction that a surety or a guarantor is not responsible beyond the terms of his undertaking. And it appearing that the bond filed in this case expired on 4 July 1952, the surety cannot be held liable under the bond beyond 4 July 1952, and it could cancel the bond ten days thereafter if the obligees failed to notify it of the principal's obligation under the bond."

THE case of Montoya vs. Ignacio, (G. R. No. L-5868), is interesting for two points: First, because it involves the award of damages of ₱31,000 for the death of a person injured in an automobile accident, the annual salary of the deceased being shown to be ₱1,320. In this case, it was further shown that the jeepney upon which the deceased was travelling had been leased by the defendant to another operator but that the approval of the Public Service Commission to the lease had not been secured. The Court held that the requirement of the Public Service Law was for the benefit of the public, and since the approval of the Commission had not been secured, the original owner would remain liable on the contract of carriage to parties suffering damage due to the breach by the operation of the contract to carry the passenger safely.

IN the case of Masso Hermanos, S. A. vs. Director of Patents, (G. R. No. L-3952), the Court held that a trade mark validly registered under prior law was entitled to re-registration under Section 41 of Republic Act No. 166 upon compliance with the requirements of that section and that the ruling of the prior officer in charge of trade mark registrations should not be reversed for light or unsubstantial reasons. The Court further held that the trade mark "Cosmopolite" was registerable and was not descriptive of the goods concerning which it was used.

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