

### Title:

Cesar L. Isaac v. A. L. Ammen Transportation Co., Inc., G.R. No. L-6336, May 22, 1957

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### Facts:

**\*\*Incident Date and Description:\*\***

- On May 31, 1951, plaintiff Cesar L. Isaac boarded Bus No. 31 of the defendant company (A. L. Ammen Transportation Co., Inc.) as a paying passenger from Ligao, Albay bound for Pili, Camarines Sur.
- Before reaching his destination, the bus collided with an oncoming motor vehicle (pick-up type), resulting in Isaac's left arm being completely severed.

**\*\*Medical Consequences:\*\***

- Isaac was initially rushed to a hospital in Iriga, Camarines Sur, where he received a blood transfusion.
- Four days later, he was transferred to another hospital in Tabaco, Albay and underwent treatment for three months.
- Subsequently, he was moved to the Orthopedic Hospital, where he stayed for another two months and underwent surgery.
- Isaac incurred medical expenses amounting to P623.40 (exclusive of fees paid by the defendant).

**\*\*Procedural History:\*\***

- **\*\*Trial Court:\*\*** Isaac filed a claim for damages against the defendant, asserting gross negligence by the bus driver and a breach of the contractual obligation to transport him safely. He sought P8,000 for medical expenses and an artificial arm, P6,000 for lost earnings, P75,000 for decreased earning capacity, P50,000 in moral damages, and P10,000 for attorney fees.
- **\*\*Defense by A. L. Ammen Transportation:\*\*** The defendant attributed the collision to the negligence of the driver of the pick-up car and contributory negligence on Isaac's part. They claimed the accident was unforeseen and inevitable.
- **\*\*Trial Court Outcome:\*\*** The trial court found the collision was caused by the negligence of the pick-up car's driver and dismissed Isaac's complaint with costs against him.

**\*\*Appeal:\*\***

- Isaac appealed the trial court's decision to the Supreme Court of the Philippines.

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### Issues:

1. Whether A. L. Ammen Transportation Co., Inc. breached its contractual obligation to transport the plaintiff safely, thereby making them liable for damages.
  2. Whether the defendant exercised the extraordinary diligence required of a common carrier towards the safety of its passengers.
  3. Whether the contributory negligence of the plaintiff (Isaac) impacts the defendant's liability or reduces the damages owed.
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### Court's Decision:

**\*\*Regarding the Common Carrier's Obligation:\*\***

- The Supreme Court emphasized that under Articles 1733, 1755, and 1756 of the Civil Code, a common carrier must exercise extraordinary diligence for the safety of its passengers.
- The carrier is presumed at fault in the event of passenger injuries unless they can prove they exercised the utmost diligence of very cautious persons.

**\*\*Examining the Evidence:\*\***

- The court affirmed the trial court's finding that the bus driver took all possible precautions to avoid the collision, including moving to the extreme right side of the road, but could not prevent the accident due to the pick-up car's full-speed approach in the wrong lane.
- The Court acknowledged the pressing situation faced by the bus driver that justified rapid but considered responses, which ultimately met the standard of extraordinary diligence.

**\*\*Contributory Negligence:\*\***

- Evidence showed Isaac rested his left arm on the window sill, with his elbow outside the window, which contributed to the severity of his injury.
- The Court recognized that contributory negligence doesn't absolve the carrier of liability but does mandate a reduction in damages (per Article 1762, Civil Code).

**\*\*Conclusion:\*\***

- The Supreme Court affirmed the trial court's dismissal of Isaac's complaint, reinforcing that the defendant did not fail in their duty of extraordinary diligence and that plaintiff's contributory negligence significantly influenced the case.

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### Doctrine:

**\*\*Restatement of the Principles Governing the Liability of a Common Carrier:\*\***

1. The liability is contractual, arising upon breach of obligation.
  2. A carrier must exercise the utmost diligence of a very cautious person.
  3. There is a presumption of fault or negligence by the carrier in passenger injuries, rebuttable by proof of extraordinary diligence.
  4. The carrier is not an insurer against all risks of travel.
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### Class Notes:

1. **\*\*Extraordinary Diligence in Common Carriage:\*\*** Obligates carriers to exert utmost care for passenger safety, surpassing ordinary diligence requirements (Art. 1733, 1755, and 1756).
  2. **\*\*Presumption of Fault:\*\*** In the event of injury or death, carriers are presumed negligent unless proving extraordinary diligence was observed.
  3. **\*\*Contributory Negligence:\*\*** Does not absolve carrier's liability but can mitigate the amount of damages awarded (Art. 1762).
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### Historical Background:

- This decision highlights the significant shift introduced by the new Civil Code in the Philippines, which places a heightened duty of care on common carriers due to the rise in transportation accidents and the preciousness of human life.
- The principles laid out amplify the importance of stringent liability and proactive safety measures for common carriers amidst rapid advancements in transportation technology and infrastructure.