

CALTEX (PHILIPPINES) INC., PLAINTIFF AND APPELLEE VS. MANILA PORT SERVICE AND MANILA RAILROAD COMPANY, DEFENDANTS AND APPELLANTS.

G. R. No. L-24591. September 29, 1967

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Appeal taken by defendants, Manila Port Service and Manila Railroad Company, from a decision of the Court of First Instance of Manila, which was certified to us by the Court of Appeals — to which the record had been originally forwarded — only questions of law being involved in the appeal.

Plaintiff, Caltex (Phil.) Inc., was the consignee of 222 Ingots of Pig Tin, shipped from Penang, Malaya, on board the vessel "SS Aso Maru," which arrived at the port of Manila on January 9, 1961. On the same date, the shipment was discharged from the carrying vessel unto the custody of the defendants, as arrastre operators for said port. Only 16 ingots having been delivered by defendants to the plaintiff, the latter filed with them a provisional claim, on January 25, 1961, followed by a formal claim, on August 11, 1961. Such claim not having been heeded, plaintiff commenced this action in the Municipal Court of Manila, to recover "P2,311.66, as the value of the undelivered ingots, plus attorney's fees and costs. In due course, said court rendered a decision dismissing the case, without costs; but, on appeal taken by the plaintiff, the Court of First Instance of Manila rendered judgment for the latter, as prayed for in its complaint. Hence, the present appeal by the defendants, who assail the sufficiency of the provisional claim filed by the plaintiffs on January 25, 1961, upon the ground: 1) that it does not state the amount claimed; and 2) that it was not submitted within the period prescribed in the Management contract between the defendants, which is admittedly binding upon the plaintiff.

Both objections are hinged on paragraph 15 of said Contract, the pertinent part of which reads:

"... and the CONTRACTOR shall be solely responsible as an independent contractor for and promptly pay to the steamship company, consignee, consignor, or other interested party or parties the invoice value of each package but in no case shall be more than five hundred pesos (P500.00) for each package unless the value is otherwise specified or manifested and the corresponding arrastre charges had been paid, ... in any event the CONTRACTOR shall be relieved and released of any and all responsibility or liability for loss, damage, misdelivery and/or non-delivery of goods, unless suit in the Court of proper jurisdiction is brought within a period of one (1) year from the date of discharge of the goods, or from the date when the claim for the value of such goods has been rejected or denied by the CONTRACTOR provided that such claim shall have been filed with the CONTRACTOR, within fifteen (15) days from the date of discharge of the last package from the carrying vessel."

Defendants maintain that plaintiffs provisional claim does not comply with the provisions of this paragraph, because the same makes reference to a claim for the value of the missing goods, which value is not stated in said provisional claim. The law does not require, however, that the value of said goods be stated in the claim, provided that the claimant signifies his intention to demand payment of such value, and such intent is reflected in the

aforementioned provisional claim. And no such statement of the value of goods is required to be made in the provisional claim, because its main purpose is to give the defendants "a reasonable opportunity to check the validity of the claim, while the facts are still fresh in the minds of persons who took part in the transaction and while the pertinent documents are still available." [1] This objective is met by the provisional claim in question.

Defendants, likewise, contend that the same has not been filed "within fifteen (15) days from the date of discharge of the last package from the carrying vessel," the last package of the shipment in question having been discharged from said vessel unto defendants' custody, on January 9, 1961, and the provisional claim having been submitted on January 25, 1961, or 16 days later.

Upon the other hand, plaintiff maintains that the period prescribed in the Management Contract should begin to run from the date of discharge of the last package constituting the entire cargo of the carrying vessel, not merely of the shipment in question, as the defendants would have it, for the contract does not so qualify the package alluded to and said vessel was fully unloaded on January 10, 1961, so that January 25, 1961, on which the provisional claim was filed, is within the stipulated period.

We have repeatedly held, however, that the period in question should be computed, "not from the date of discharge of the goods from the carrying vessel, but from the date the consignee or claimant learns of the loss, damage or misdelivery for which the claim is made," or from the date on which, with the exercise of reasonable diligence, such information could have been secured. [2] In the case at bar, there is no evidence on the date on which the plaintiff learned of the loss complained of, or of the arrival of the carrying vessel, or of the discharge of the goods therefrom. Since one of the factors essential to appellants' defense is lacking, the same can not be sustained.

Defendants object, also, to the award of attorney's fees, but, considering the attending circumstance, and that the appeal has reached the Supreme Court, as well as the fact that there are too many litigations in which the arrastre operators' refusal to honor claims of a similar nature has been based upon mere technicalities that should not affect the substantive rights of the parties, we do not deem it proper to disturb said award.

Wherefore, the decision appealed from is hereby affirmed, with costs against the defendants-appellants. It is so ordered.

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

Judgment affirmed.

[1] *Consunji vs. Manila Port Service*, 110 Phil. 231.

[2] *Yu Kimteng Construction Corp. vs. Manila Port Service*, L-17027, November 29, 1965. See, also, Resolution therein of March 3, 1967.

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