

RICHARD A. KLEPPER, PLAINTIFF AND APPELLEE, VS. AMERICAN PRESIDENT LINES, LTD., ET AL., DEFENDANTS, AMERICAN PRESIDENT LINES, LTD., DEFENDANT AND APPELLANT.

G.R. No. L-19004. June 30, 1964

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

On November 5, 1957, the Court of First Instance of Manila in Civil Case No. 28826 rendered a decision the dispositive portion of which reads:

"IN VIEW OF ALL THE FOREGOING, judgment is hereby rendered in favor of the plaintiff Richard A. Klepper, ordering the defendant, American President Lines, Ltd., to pay said plaintiff the sum of P6.729 60, value of the goods damaged, plus P500.00 as their sentimental value, with legal interest from the date of the filing of the complaint until fully paid, and the further sum of P1,000 00 as attorney's fees. Once this judgment is satisfied, defendant Delgado Bros. Inc. is also ordered to pay to defendant American President Lines, Ltd., the same amounts. Delgado Bros. Inc., is likewise ordered to pay the costs."

This decision was appealed to the Court of Appeals, which in due time affirmed it in toto. Again, the case was taken to this Court on a petition for review, and on November 29, 1960, the latter affirmed the decision of the court a quo, as affirmed by the Court of Appeals, with slight modification as follows:

"WHEREFORE, with the modification that petitioner shipping company should only pay to respondent the sum of \$500.00 as value of the goods damaged, the decision appealed from should be affirmed in all other respects, without pronouncement as to costs."

Our decision having become final, the case was remanded to the court of origin, but instead of waiting for the execution of the judgment counsel for defendants made a tender of payment to the plaintiff of P1,000.00 stating that it was in full satisfaction of the judgment which limits their liability to \$500.00. When this tender was refused, defendants deposited the money with the clerk of court, and moved the court for an entry of satisfaction of judgment. This was opposed by the plaintiff. Thereafter, the court a quo issued an order the dispositive portion of which reads:

"WHEREFORE, in addition to the sum of P1,000.00 deposited by the defendant, American President Lines, Ltd., it should also deposit with this Court the interest on said amount at the legal rate from the date of the filing of the complaint until fully paid, and the farther sum of P1,000.00 as attorney's fees, in conformity with the judgment of this Court confirmed by the Court of Appeals and in part by the Supreme Court. No costs should be awarded inasmuch as the Supreme Court has stated in its judgment 'without pronouncement as to costs'"

Dissatisfied with this order, defendants took the present appeal.

The main thesis of appellants is that since the main question involved in their appeal was whether the carrier's liability should be limited to \$500.00, and this Court has upheld the affirmative contention of appellants, to

interpret our decision to mean that the carrier can be liable for more than \$500.00 by imposing thereon interest and attorney's fees as was done by the lower court, would be to nullify our holding on the very crux of the case—the limitation of \$500.00.

But this contention overlooks one important factor, that in our decision we did not merely limit the liability of defendants to \$500.00, but went further to state that "the decision appealed from should be affirmed in all other respects." In other words, while we ruled that the liability of defendants insofar as the value of the goods damaged is concerned should not go beyond \$500.00, we likewise ruled that the other portion of the decision should stand, and this concerns the interest that defendants were ordered to pay on the amount adjudicated, as well as the attorney's fees. This portion of the judgment was affirmed, and hence it should be enforced. We find no error in the order appealed from.

WHEREFORE, the order appealed from is affirmed. No costs.

Bengzon, C. J., Padilla, Concepcion, Reyes, J. B. L., Paredes, Regala, and Makalintal, JJ., concur.

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