

CALTEX (PHILIPPINES), INC., PLAINTIFF-APPELLANT, VS. MANILA PORT SERVICE, ET AL., DEFENDANTS-APPELLEES.

G.R. No. L-24910. February 17, 1968

Ponente: BENGZON, J.P., J.

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BENGZON, J.P., J.:

Caltex (Philippines), Inc. was a consignee of various imported articles under four separate bills of lading, namely:

(1) Bill of Lading No. 27 for 200 drums of lubricating oil compound from New Orleans, Louisiana, U.S.A. The carrying vessel, SS "Roseville", discharged the goods in good order to the arrastre operator, Manila Port Service, on December 9, 1961 but the latter failed to deliver 2-55 gallon drums thereof worth P929.64. On February 22, 1962, Caltex formally filed a claim for the value of the lost cargo with the Manila Port Service.

(2) Bill of lading No. 1 for 72 drums of lubricating oil and grease from Port Arthur, Texas, U.S.A. on board SS "Fernbay" which discharged the goods to the Manila Port Service, as arrastre operator on March 27, 1962. Manila Port Service failed to deliver 1-55 gallon drums of Capella oil B valued at P149.92 for which Caltex filed a provisional claim on March 30, 1962 and a formal claim on March 31, 1962.

(3) Bill of Lading No. 27 for 40 drums of lubricating oil compound from New Orleans, Louisiana, U.S.A. On March 27, 1962 SS "Fernbay", the carrier, discharged the goods to the Manila Port Service as arrastre operator who in turn delivered the goods to Caltex but short by 1-55 gallon drums worth P595.43. A provisional claim for the loss was filed on March 30, 1962, followed by a formal claim on March 31, 1962.

(4) Bill of Lading No. 142 of SS "Nicoline Maersk" for machinery parts from New York, U.S.A. Manila Port Service, as arrastre operator, received the articles from the carrier on December 27, 1961 in good order but made delivery to Caltex short by one case of power pump parts marked PH-206-A.[1] Caltex filed therefor a provisional claim on January 3, 1962 and a formal claim later.

In view of Manila Port Service's failure to pay Caltex's claims, the latter filed suit for their recovery in the Court of First Instance of Manila where the parties submitted the case for decision upon a stipulation of facts, on the basis of which the trial court rendered the following judgment:

"WHEREFORE, in view of the foregoing con-siderations, the Court hereby absolves the defendant from the complaint without pronounce-ment as to costs."

absolving the Manila Port Service from all the four claims on the ground that the claims for the sums of P929.64, P149.92 and P595.43 were filed with the Manila Port Service beyond the 15-day period provided for in Section 15 of the Arrastre Management Contract entered into by and between the Bureau of Customs and the Manila Port Service; and, that the amount claimed for the non-delivery of one case of power pump parts marked PH-206-A was not proved.

Caltex moved for reconsideration but the trial court denied the same. Hence, this appeal raising the follow-ing

issues:

(1) Did Caltex comply with Section 15 of the Arrastre Management Contract?

(2) Did the lower court err in dismissing the claim for the value of one case of power pump parts marked PH-206-A?

For convenience we quote Section 15 of the Arrastre Management Contract:

"x x x 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 which 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, x x x in any event the CONTRACTOR shall be relieved and released of any and all responsibility or liability for loss, damage, misdelivery and non-delivery of goods, unless suit in the court of proper jurisdiction is brought within a period of one (1) year from date of discharge of the goods or from the date when the claim for the value of such goods have 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 the discharge of the last package from the carrying vessel. x x x"

It is not denied that in regard to the claims for the sums of P929.64, P149.92 and P595.43 Caltex filed its formal claims with the Manila Port Service more than 15 days from the discharge of the goods from the carrying vessel. It was shown however that Caltex filed with Manila Port Service, provisional claims, as follows:

Date

Amount

Date of Discharge

March 30, 1962

P149.92

March 27, 1962

March 30, 1962

595.43

March 27, 1962

all of which were within the 15-day period. Such kind of provisional claims substantially complies with Section 15 above-quoted.[2] The Manila Port Service therefore is liable for the above-mentioned claims. Since it was admitted by Caltex in the partial stipulation of facts dated February 1, 1963 that the value of the shipments covering the aforesaid claims were not declared in the bills of lading or shipping manifests, liability of the Manila Port Service is limited to P500.00 per claim pursuant to Section 15 of the Arrastre Management Contract.

With respect to the claim for P929.64 representing the value of 2-55 gallon drums of lubricating oil compound, the formal claim therefor was filed on February 22, 1962, that is, more than 15 days from December 9, 1961, the date of discharge of the goods from the carrying vessel. Such failure is fatal to this action, although filed within one year from December 9, 1961.[3]

The lower court's conclusion absolving the Manila Port Service from liability for the claim of P6,027.66 one case power pump parts marked PH-206-A admittedly lost in the custody of defendant, must be reversed. According to

the records the complaint alleges the loss of this particular case containing power pump parts as valued at P6,027.66. This particular averment was denied the answer. However, on this particular point the supplemental stipulation of facts shows that said case delivered and turned over to defendants by the carrier on January 20, 1963 but was not delivered to the consignee." (Section 1) And in its Section 3 thereof, it was stipulated that "defendant's maximum liability under the management contract shall not exceed P500.00 in accordance with Section 15 thereof." Taken as a whole, from the averment in the complaint, the denial in the answer, the calculation of fact, there is an express admission by defendant that the case was received and that it failed to deliver it to the consignee. The foregoing, therefore, admits responsibility, but limits the same to an amount not exceeding P500.00. For defendant Manila Port Service's stipulation to the effect that its responsibility should be limited to P500.00 clearly implies, after what it has admitted in paragraph 1 of the stipulation of fact, that it is liable but not more than P500.00. In other words, in Section 1 it admits responsibility and in Section 3 limits the same to only P500.00. For such reason We believe that the defendant is liable for said case containing power pump parts marked PH-206-A to the sum of P500.00.

WHEREFORE, the judgment appealed from is modified. The Manila Port Service is hereby ordered to pay to Caltex (Philippines), Inc. the total sum of P1,149.92. No costs.

SO ORDERED.

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

[1] Allegedly valued at P6,027.66 per paragraph V of complaint which was denied in the answer.

[2] Domestic Insurance Company of the Philippines v. Manila Railroad Company and Manila Port Service, L-24066, Aug. 30, 1967, 1967C PHILD 506, 508.

[3] Insurance Company of North America v. Manila Port Service, L-17331, Nov. 29, 1961; Atlantic Mutual Insurance Co. v. Manila Port Service, L-16789, Oct. 31, 1962.

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