

PHILIPPINE EDUCATION CO., PLAINTIFF-APPELLEE, VS. MANILA PORT SERVICE AND MANILA RAILROAD COMPANY, DEFENDANTS-APPELLANT.

G.R. No. L-24264. May 04, 1968

Ponente: FERNANDO, J.

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FERNANDO, J.:

This is an appeal from a decision of the lower court, the dispositive portion of which reads as follows: "WHEREFORE, judgment is hereby rendered ordering defendants [Manila Port Service and Manila Railroad Co.] to pay to plaintiff [Philippine Education Co.] jointly and severally, the amount of P500.00 with legal interest thereon from the filing of the complaint until fully paid, and the costs." [1] The facts, as set forth in the aforesaid decision were stipulated. The lower court summarized them thus: "[T]hat there was a shortdelivery of twelve (12) cartons of books and magazines; that the value of the importation was not specified or manifested in the shipping manifest or Bill of Lading, and that the arrastre charges were paid on the basis of measurement and weight and not on the value thereof," leading to the conclusion that "defendants' liability to plaintiff for said shortdelivery should be limited to P500.00 under Section 15 of the Management Contract." [2]

After their motion for reconsiderations to the effect that their liability should be limited to the invoice value of the undelivered goods the amount of P383.90 and not P500.00, was denied by the lower court, defendants appealed.

Two errors were assigned as having been committed by the lower court. The first, which would find fault with the lower court for not dismissing the complaint for the alleged failure of plaintiff to file its claim for the value of the alleged loss or damaged goods within fifteen (15) days from the discharge thereof, is obviously without merit. The second error, which is a reiteration of their plea in the motion for reconsideration, to the effect that their liability, if any, should be limited to P383.90 and not P500.00, as set forth in the judgment, being the invoice value of the loss or damaged goods, deserves to be further scrutinized.

It was expressly stipulated that the liability of defendants would be to pay promptly "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, * * *," [3] It was further stipulated "Out of 319 cartons manifested in Bill of Lading Nos. 215 and 216 (Exhibits 'A' and 'G'), Manila Port Service delivered only 307 cartons or a shortdelivery of 12 cartons (Exhibit 'C'); That the total CIF value of said 12 cartons is P543.06 and the total INVOICE VALUE is P383.90." [4]

The error is thus manifest; the lower court being bound by the stipulation of facts, could not alter the terms thereof. Whatever liability must be shouldered by defendants should be limited to the invoice value in accordance with the specific provision of the management contract. There being a statement in the stipulation of facts as to the precise amount thereof, the decision could not validly subject defendants to the payment of a different and greater sum.

WHEREFORE, the judgment appealed from is modified ordering defendants to pay to plaintiff, jointly and severally, the amount of P383.90, with legal interest thereon from the filing of the complaint until fully paid. No special pronouncement as to costs.

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

[1] Decision, Record on Appeal. p. 18.

[2] Ibid, pp. 17-18.

[3] Ibid, p. 4.

[4] Ibid, p. 5.

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