

FILIPINAS PERALTA DE GUERRERO, ET AL., PLAINTIFFS AND APPELLANTS, VS. MADRIGAL SHIPPING CO., INC., DEFENDANT AND APPELLEE.

G. R. No. L-12951. November 17, 1959

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/98ade2c48200/>

BAUTISTA ANGELO, J.:

This is an action instituted before the Court of First Instance of Ilocos Norte to recover damages resulting from the death of Pacifico (Acacio when the ship where the latter was riding as passenger capsized in San Jose, Antique. On April 30, 1957, the wife and daughter of Pacifico Acacio, plaintiffs herein, filed a complaint against defendant corporation alleging that on November 1, 1949 Pacifico Acacio entered into a contract of carriage with defendant whereby for certain consideration the latter undertook to carry the former on its vessel "M.S. Regulus" from Malangas, Zamboanga, to the City of Manila; that while the vessel was passing San Jose, Antique, its crew without taking the necessary precaution managed and steered the same in a reckless and imprudent manner thereby causing the vessel to capsize and resulting in the death of Pacifico Acacio.

Defendant filed a motion to dismiss on the ground that plaintiff's cause of action has already prescribed. It contended that they should have filed the action within six years from the time of the alleged breach of contract, or on November 1, 1955, and considering that the complaint was filed on April 30, 1957, or more than seven years thereafter, the complaint was filed out of time.

The lower court sustained the motion holding that since the nature of the action is one for recovery of damages which is not based on a written contract, the action is already barred by the statute of limitations. Hence the present appeal.

It appears that the complaint was dismissed by the trial court on the strength of a motion filed by defendant on the ground that the cause of action has already prescribed. No evidence was presented by any party in support of or against the motion, the ruling of the court having been based merely on the factual allegations of the complaint. The question that now arises is: Do the allegations of the complaint show that the cause of action of plaintiffs is merely for recovery of damages, as found by the trial court, or is one based on a written contract of carriage as claimed by appellants?

We are inclined to uphold the contention of appellants, for a cursory reading of the complaint would show that their cause of action is predicated upon the failure of appellee to comply with its contract of carrying the deceased from Malangas, Zamboanga to the City of Manila safely, in that the vessel on which he was riding belonging to defendant capsized because of the reckless and imprudent manner it was managed and steered by its crew. It is true that the complaint does not in so many words state that the transportation was undertaken by virtue of a written contract of carriage, but this can be implied from the complaint because it is a matter of common knowledge that whenever a passenger boards a ship for transportation from one place to another he is issued a ticket by the shipper wherein the terms of the contract are specified. According to appellants, "This ticket is in

itself a complete written contract by and between the shipper and the passenger. It has all the elements of a complete contract, namely: (1) the consent of the contracting parties manifested by the fact that the passenger boards the ship and the shipper consents or accepts him in the ship for transportation; (2) cause or consideration which is the fare paid by the passenger as stated in the ticket; and (3) object, which is the transportation of the passenger from the place of departure to the place of destination which are stated in the ticket."

Considering that the ticket is not now before us because the case has been decided merely on a motion to dismiss, and this ticket is necessary to determine the right of action of appellants, it would have been more proper had action on the motion been deferred until after trial on the merits. This is authorized by the rule if the ground alleged in the motion does not appear to be indubitable (Section 3, Rule 8, of the Rules of Court). We are therefore of the opinion that, in fairness to appellants, idle trial court should not have dismissed the case outright but should have deferred action on the motion until after trial for the evidence to be presented may still show that the contract of the parties is really written and not merely oral as intimated by the court a quo.

Wherefore, the order appealed from is hereby set aside, and the case is remanded to the lower court for further proceedings. No pronouncement as to costs.

Paras, C. J., Bengzon, Padilla, Montemayor, Labrador, Reyes, J. B. L., Endencia, Barrera, and Gutierrez David, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.