

**STATE BONDING & INSURANCE CO., INC., PLAINTIFF-APPELLEE,
VS. MANILA PORT SERVICE AND/OR MANILA RAILROAD COMPANY,
DEFENDANTS-APPELLANTS.**

G.R. No. L-23715. October 30, 1967

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Appeal from a decision of the Court of First Instance of Manila, the dispositive part of which reads:

"WHEREFORE, judgment is hereby rendered in favor of plaintiff and against defendants, sentencing the latter to pay the former - on the first cause of action P376.48; on the second cause of action P1,259.38; and on the third cause of action P762.61; on the fourth cause of action P61.67; on the fifth cause of action, P38.99; on the sixth cause of action P111.41; and on the seventh cause of action P500.00, or a total of P3,370.54, with interest at the legal rate from the date of the filing of this case, and without pronouncement as to costs."

As successor-in-interest and subrogee to the rights of the consignees of seven (7) shipments received by defendants, Manila Port Service and/or Manila Railroad Company, from carrying vessels and, either short-delivered, or delivered in damaged condition, to said consignees, plaintiff State Bonding & Insurance Co., Inc., filed the present action, in the Court of First Instance of Manila, to recover from said defendants the following amounts:

"First cause of action: P676.48 representing the value of eight (8) bags cocoa beans delivered in bad order and short by 663 lbs.;

"Second cause of action: P1,889.38 re-presenting the value of nine (9) drums of emul-sifier which defendants failed to deliver;

"Third cause action: P955.88 representing the value of four (4) packages of raw materials and parts of TV sets, delivered in bad order and short by 17 pcs. receiving tubes and 56 pcs. tuners;

"Fourth cause of action: P670.86 representing the value of four (4) drums of hydro-gen peroxide delivered empty and 13 drums short in weight by 273 kilos;

"Fifth cause of action: P63.00 representing the value of seventeen (17) dozens Klenso erasers;

"Sixth cause of action: P142.88 repre-senting the value of eleven (11) copies of college and high school text books;

"Seventh cause of action: P3,488.45 representing the value of one (1) box press brakes and dies which defendants failed to deliver;

"Eighth cause of action: P1,370.89 representing actual damages suffered by plaintiff as a result of the negligence of the defendants; and

"Ninth cause of action: P1,000.00 for attorney's fees."

Sometime after the filing of its complaint, plaintiff waived its claims under the eighth and the ninth causes of action. Subsequently, the case was submitted for decision upon a stipulation of facts. In due course, thereafter, said Court rendered the decision above referred to.

The issue for resolution before us, as in the lower court, is whether or not the provisional claims filed by or for the aforementioned consignees, admittedly within fifteen (15) days from the respective dates of discharge of the goods in question from the carrying vessels followed by formal claims filed beyond said period, have complied sufficiently with the requirements of paragraph 15 of the Management Contract between the defendants which, admittedly, is – under the circumstances obtaining in this case - binding upon the plaintiff herein. Said paragraph 15 reads:

"x x x The CONTRACTOR shall be sole-ly 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 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/or 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 date of discharge of the last package from the carrying vessel. x x x"

Defendants submitted a negative answer upon the ground that said provisional claims were mere form-letters, couched in general terms, stating that the goods therein referred to had been, either short-landed, or landed in bad order, without a statement of the extent of the loss or damage sustained, nor of the value of the same and without supporting documents, such as, invoices, bills of lading and packing lists.

Defendants maintain that the aforementioned paragraph of the management contract contemplates a claim for value fully documented, with supporting papers, so that they could make a reasonable appraisal of the merits of the claim and decide to approve or reject the same.

It has been repeatedly held, however,[1] that a provisional claim describing the importation concerned sufficiently to allow the arrastre operator a reasonable verification of the claim, even if without a statement of the value of the goods lost or of the damage suffered, and without supporting papers attached thereto, constitutes a substantial compliance with the requirements of the aforementioned paragraph. The provisional claims filed in the case at bar specify the number of the bill of lading, the name of the consignee, the marks and numbers appearing on the goods involved, a description of said goods, the name of the carrying vessels, and the date of arrival thereof. They satisfy the aforementioned requirements.

WHEREFORE, the decision appealed from should be, as it is hereby, affirmed, with costs against the defendants-appellants.

SO ORDERED.

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

[1] State Bonding & Insurance Co., Inc. vs. Manila Port Service, L-21833, February 28, 1966; Atlantic Mutual Insurance Co. vs. United Philippine Lines, Inc., L-21546, Mar. 31, 1966; Atlantic Mutual Insurance Co. vs. Manila Port Service, et al., L-21907, April 29, 1966 and American Machinery & Parts Manufacturing Co., Inc. vs. Manila Railroad, et al., L-21460, April 30, 1966.

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