

**MOBIL OIL PHILIPPINES, INC., AND CALTEX (PHILS.), INC.,
PETITIONERS, VS. HON. COURT OF APPEALS AND CONTINENTAL
CEMENT CORPORATION, RESPONDENTS.**

G.R. No. 103052. May 23, 1997

Ponente: VITUG, J.

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VITUG, J.:

The petition for review on certiorari in the case at bar seeks the reversal of the decision of the Court of Appeals,[1] affirming that[2] of the Regional Trial Court ("RTC"), Branch 101, of Quezon City, which found herein petitioners Mobil Oil Philippines, Inc., and Caltex Philippines, Inc., jointly and severally liable to private respondent Continental Cement Corporation in the amount of eight million pesos (P8,000,000.00) for actual damages, plus ten per cent (10%) thereof by way of attorney's fees, for having delivered water-contaminated bunker fuel oil to the serious prejudice and damage of the cement firm.

Sometime in May 1982, petitioner Mobil Oil Philippines, Inc. ("MOPI"), a firm engaged in the marketing of petroleum products to industrial users, entered into a supply agreement with private respondent Continental Cement Corporation ("CCC"), a cement producer, under which the former would supply the latter's industrial fuel oil ("IFO") or bunker fuel oil ("BFO") requirements. MOPI extended to CCC an unsecured credit line of P2,000,000.00 against which CCC's purchases of oil could initially be charged.

MOPI had a "hauling contract" with Century Freight Services ("CFS") whereby CFS undertook the delivery of Mobil products to designated consignees of MOPI.

During the period starting from 12 July to 07 October 1982, MOPI made a total of sixty-seven deliveries of BFO, each delivery consisting of 20,000 liters, to CCC's cement factory in Norzagaray, Bulacan. On 08 October 1982, CCC discovered that what should have been MOPI's 20,000 BFO delivery to CCC's Norzagaray plant, through CFS's lorry truck, was, in fact, pure water. CCC at once informed MOPI of this anomaly and of its intention to meanwhile hold in abeyance all payments due to MOPI on its previous deliveries until such time as the parties would have ascertained that those deliveries were not themselves adulterated. CCC suggested that MOPI's storage tank in the Norzagaray plant be likewise investigated for possible contamination.

MOPI and CCC agreed to conduct an actual water content test. The water draining activity conducted on 22 October 1982 in the presence of representatives of both MOPI and CCC yielded the following findings:

"JOINT UNDERTAKING

"WE, MOBIL OIL PHILS., INC. and CONTINENTAL CEMENT CORPORATION, on this 22nd day of October, 1982 at CCC Plantsite, Norzagaray, Bulacan, represented in this act by MESSRS. R. d. J. AGUIRRE, E.R. PAMARAN, U.A. TESORO and RICARDO S. DE SILVA, EDITH M. YAO, CORNELIO A. PAZ, III respectively, hereby undertake detailed verification of water contained on all BFO delivered by MOBIL OIL PHILS., INC., except those that have been already used in cement operation by CCC; as a consequence of the

water anomaly (sic) delivered by MOBIL instead of BFO dated October 8, 1982 of Mobil lorry (Truck Plate No. 794) as follows:

"WATER CONTENT STORAGE TANK MARKED MOBIL DELIVERIES

NO. OF DRUMS

LTS/DRUM

TOTAL QUANTITY IN LITERS

39

210

8,190

"NOTE: Drums No. 1 to 35 - pure water while Drums No. 36-39 - a mixture of BFO and water, with corresponding sample taken.

"WE, MOBIL PHILS., INC. and CONTINENTAL CEMENT CORPORATION duly represented by the above-mentioned authorized representative jointly subscribed and manifested to the accuracy and correctness of the counting in terms of liters water content of all BFO delivered by MOBIL OIL PHILS., INC. to CCC, except those that have been already used in cement operation by CCC. Further, we agreed that the drum/s used in counting the water content has the net capacity of 210 liters.

"MOBIL OIL PHILS, INC. CONTINENTAL CEMENT CORPORATION

By: By:

"x x x x x x x x x x."[3]

This "joint undertaking" was signed by representatives of MOPI and CCC in the presence of P/Cpl. Jose S. Sison of the Norzagaray police and Alfonso D. Chua, AVP of CCC, and duly notarized.[4]

Another testing of the BFO delivered by MOPI was undertaken by CCC. MOPI, this time, did not send any representative in the draining activity, conducted on 19 November 1982, but in attendance were a representative from the Criminal Investigation Service (CIS) of Camp Olivas, Pampanga, and the local barangay captain. The draining activity came out with the following results; viz:

"JOINT UNDERTAKING

"Continuation and Final Counting of Water

Content delivered by Mobil Oil Phils. Inc.

Instead of Bunker Fuel Oil

"WE, CONTINENTAL CEMENT CORPORATION, on this 19th day of November 1982, represented in this act by MESSRS. FEDERICO D. MEMBREBE, CORNELIO A. PAZ III, EDITH M. YAO in the presence of CIS TEODORO CARREON of Camp Olivas, San Fernando, Pampanga and Brgy. Captain DALMACIO LAPIG of Brgy. Bigte, Norzagaray, Bulacan, hereby undertake the continuation and final counting of water content on all

bunker fuel oil delivered by Mobil Oil Phils., Inc. except those that have been already used in cement operation by Continental Cement Corporation; as a consequence of the water delivered by Mobil Oil Phils., Inc. lorry (Truck Plate No. 794) instead of bunker fuel oil dated October 8, 1982.

"That this continuation and final counting was made in the presence of the aforecited national and local authority in the absence of Mobil Oil Phils., Inc. representative who continuously and wantonly refused to continue on witnessing and attesting to their water deliveries instead of bunker fuel oil inspite of the three (3) letters advising them of the counting dated October 26, 1982 duly receipted by Mobil Oil Phils., Inc. on October 27, 1982; October 30, 1982 duly receipted November 2, 1982 and November 11, 1982 duly receipted November 12, 1982 with the following results as follows:

"A. STORAGE TANK ASSIGNED TO MOBIL

NO. OF DRUMS

LTS/DRUM

TOTAL QUANTITY IN LITERS

1

210

210 — a mixture of 30% Bunker Oil and 70% Water

"B. MOBIL LORRY (TRUCK PLATE NO. 794)

NO. OF DRUMS

LTS/DRUM

TOTAL QUANTITY IN LITERS

Back Compartment

210

9,450

45

Front Compartment

40

210

8,400

Total 85

17,850

"WE, FEDERICO D. MEMBREBE, Head, Quality Control; CORNELIO A. PAZ, III Plant Accountant; MRS.

EDITH YAO, Warehouse Supervisor, representing CONTINENTAL CEMENT CORPORATION in this act, and CIS TEODORO CARREON, Camp Olivas, San Fernando, Pampanga and DALMACIO LAPIG, Brgy. Captain of Brgy. Bigte, Norzagaray, Bulacan, jointly subscribed and attested to the accuracy and correctness of the second and final counting in terms of liters water content of all bunker oil delivered by Mobil Oil Phils., Inc. to CONTINENTAL CEMENT CORPORATION, except those that have been already used in the cement operation by said Continental Cement Corporation.

"FURTHER, we certify that the drums used in counting the water content has a net capacity of 210 liters. This joint undertaking has been executed for all legal purposes it will be used."[5]

Like the first "joint undertaking," this document was notarized.

Alleging in the complaint it ultimately filed with the RTC that its factory equipment broke down from 19 to 22 September 1982 due to the utilization of the water-contaminated BFO supplied by MOPI; that on 23 September 1982, its plant operations had to be stopped completely; and that it was able to resume operations only after essential repairs had been undertaken on 02 October 1982; CCC sought to recover consequential damages from MOPI. In answer, MOPI averred that CCC had accepted each delivery of BFO in accordance with the procedure for testing and acceptance of BFO deliveries; that it was only on 08 October 1982 that CCC brought to its attention the alleged anomalous delivery of 20,000 liters of BFO under invoice No. 47587 through Mariano Rivera's lorry truck; that when the delivery was being inspected by CCC's representatives, the truck driver and helper fled; that Rivera acknowledged full liability for such delivery; that Rivera promised to pay the amount of P42,730.00 for the 20,000 liters of BFO delivered; and that MOPI agreed to the water draining activity solely for the purpose of maintaining good business relations with CCC but not to admit any liability therefor.[6] In its compulsory counterclaim, MOPI claimed that CCC had an outstanding obligation to it, as of 30 November 1982, in the amount of P1,096,238.51, and that as a consequence of the "frivolous and malicious suit" which besmirched MOPI's reputation, it suffered moral damages of not less than P10,000,000.00, exemplary damages of the same amount, and the incurrence of attorney's fees.

On 23 August 1983, Caltex (Philippines) Inc., through its president, Amaury R. Gutierrez, informed CCC that it would be the new owner of MOPI, effective 01 September 1983, and that Caltex would "assume all the rights and obligations of MOPI under all its existing contracts with its consumers and dealers."[7] Disturbed somehow by the news, CCC filed an ex-parte urgent motion for the issuance of a writ of attachment.[8] The RTC issued the writ on 13 September 1983 conditioned on the filing by CCC of a bond in the amount of P5,000,000.00.[9]

Considering that, prior to the transfer of MOPI's controlling interest to Caltex, a subsidiary of MOPI, named International Filters Corporation, was renamed Mobil Philippines, Inc. ("MPI"), with MOPI's officers as incorporators, CCC filed a motion to amend the complaint as to so implead both Caltex and MPI party-defendants.[10] The amended complaint was filed with the motion.[11] MOPI, MPI and Caltex thereupon filed an amended answer.[12]

On 28 November 1984, upon motion of defendants, the RTC lifted the writ of attachment it had issued on condition that MPI would keep and maintain on deposit with the Security Bank and Trust Company, an amount of P10,000,000.00.[13] The depository bank was later changed to Citibank NT & SA.[14]

In due course, the RTC rendered a decision resolving the following issues agreed upon by the parties at the pre-trial conference; to wit:

1. Whether or not there were deliveries of BFO (or IFO) mixed with water before October 8, 1982;
2. Whether or not the defendants were liable for the contamination of the IFO notwithstanding that, although

defendant MOPI contracted the carrier of the IFO, both MOPI and CCC had agreed upon the personnel of the carrier; and

3. Whether or not the BFO mixed with water resulted in damage to CCC's machinery and loss of production/income.

The RTC found that there were deliveries of adulterated IFO even prior to 08 October 1982 based on the results of the draining activity conducted on 22 October 1982 and on 19 November 1982.[15] The findings showed that the adulteration of the IFO was "well over the tolerable water contents as stated in the Petron Basic Line (Exhibit `V') which should only be 0.1% (Exhibit `V-3-a')." [16] Although the tests did not include deliveries before October 1982, it was safe to say, the court observed, that the residue in the storage tank would be "plain water which would be in big volume" considering that the draining pipe in CCC's storage tank for MOPI's IFO was eight (8) inches above the bottom of the huge storage tank.[17]

Relative to the second issue, the RTC held that the allegation of the defendants that the carrier was chosen by CCC was a lame excuse. It noted that it was MOPI itself which entered into the hauling contract with CFS, and that there was, in fact, a "tacit admission" of liability on the part of the oil companies when they replaced the 20,000 liters of "mostly water" delivered on 08 October 1982 by an "agent or surrogate" of defendants. No fraud on the part of defendants, nevertheless, was seen to have attended the deliveries of contaminated oil which could warrant an award of damages outside of actual damages.

On the third issue, the lower court, noting the testimonies of the plant manager, Ricardo de Silva, and of Engineer Filomeno L. Villaluz, concluded that the lowered temperature resulting from the water-contaminated BFO caused the loosening of the magneton bricks lining the rotary kiln used in the clinkering process in cement production. The actual damage caused amounted, as prayed for and as testified to by CCC's vice-resident Urbano Cruz, to P8,000,000.00.

The defendants appealed to the Court of Appeals. On 19 September 1991, the appellate court rendered judgment affirming the decision of the RTC.

On the contention that the RTC erred in finding that BFO deliveries prior to 08 October 1982 were contaminated with water and that no Mobil BFO deliveries remained unused as of 22 October 1982 when the first water-draining was conducted, the Court of Appeals held that appellants hardly could espouse this view considering that MOPI had participated in the water-draining activity on 22 October 1982 and that the "joint undertaking" of even date attested to the presence of a substantial amount of unused BFO.

The appellate court agreed with the RTC that appellants aptly should be accountable for the water-contaminated deliveries. As the seller, MOPI so warranted that the BFO it had sold was adulteration-free IFO. The appellants, held the appellate court, were in no position to evade liability by instead pointing to the carrier since it was Mobil which contracted for the hauler's services and there was no evidence that CCC had any direct involvement in the hauling agreement.

The Court of Appeals upheld the findings of the trial court that the water-contaminated BFO delivered by MOPI indeed caused damage to CCC's rotary kiln. It said:

"The fact remains that 7,350 liters of pure water and 1,050 liters of adulterated BFO were found inside Mobil's storage tank, not including that which have already been used in plaintiff-appellee's operations. This also does not include that amount of water which was not drained out of the same storage tank, considering the trial court's observation during its ocular inspection, that the pipe used in draining out the water content of said tank is located about 8 inches from the bottom of the tank. It can therefore be logically concluded that such substantial amount of

adulterated BFO did in fact generate less heat and thereby caused the unstable temperature of plaintiff-appellee's rotary kiln.

"Neither can we give credence to the testimonies of defendants-appellants' expert witnesses, citing several factors which may have caused the unstable temperature inside the rotary kiln. This is in the light of the fact that no evidence was presented showing the presence of any of these factors in the instant case. These witnesses even admitted that they never had any occasion to conduct an investigation of the subject machinery. `Expert opinions are not ordinarily conclusive in the sense that they must be accepted as true on the subject of their testimony, but are generally regarded as purely advisory in character; the courts may place whatever weight they choose upon such testimony and may accept it, if they find that it is consistent with the facts of the case or otherwise reasonable. (Francisco, Revised Rules of Court in the Philippines. Volume VII, Part I, pp. 596-597)"[18]

The appellate court gave little value to the claim that CCC's financial difficulties motivated the latter to file the case. It upheld the award of attorney's fees, the same having been so stipulated not only in the credit agreement between the parties but also in the invoices issued by MOPI.

Petitioners, in the instant petition for review on certiorari, so craft the issues as to lend credence to their thesis that the appeal involves questions of law rather than of fact, thus:

"1. Whether or not Petitioner Mobil is estopped from claiming that no Mobil BFO remained unused by Continental on 22 October 1982; and that the deliveries of BFO made by Mobil to Continental before 8 October 1982 were not contaminated with water?

"2. Whether or not Petitioners can be held liable for the contaminated BFO delivered on 8 October 1982 on the ground that Country Freight Service, as carrier-hauler, was an agent of Mobil?"[19]

While petitioners do not dispute that the 07th October 1982 delivery of IFO has been found on 08 October 1982 to be adulterated or contaminated, they, however, insist that the shipments prior to that delivery date has been "used up and/or not contaminated with water." [20] This matter is clearly a question of fact that may not be freely taken up anew by this Court.[21]

The claim that the Court of Appeals "conveniently made an inference that the subject Continental storage tank contained Mobil BFO deliveries only because Mobil and Continental agreed to jointly examine the same,"[22] and that the appellate court had so misapprehended the facts, is unacceptable. The factual finding that deliveries previous to 08 October 1982 were adulterated BFO was supported by the 22 October 1982 "joint undertaking." This document, witnessed and signed by representatives of both MOPI and CCC, clearly showed that a "detailed verification of water contained on all BFO delivered by MOBIL OIL PHILS., INC., except those that have already been used in cement operation by CCC," was undertaken. Implicit from this statement was that there still was at the time an availability of BFO in the storage tank designated by CCC for past Mobil deliveries. The same could be said of the second water draining process, evidenced by the second "joint undertaking." Although done without the participation of MOPI, the latter, nonetheless, was notified of the "counting" thrice, the last of which had indicated that failure on MOPI's part to send a representative would be tantamount to a waiver of its right to participate therein.[23]

The appellate court may not thus be faulted for holding that petitioners are barred from questioning the results of water draining processes conducted on the MOPI tank in the CCC plantsite, in the same manner that MOPI may not belatedly question the testing procedure theretofore adopted. MOPI cannot be allowed to turn its back to its own acts (or inactions) to the prejudice of CCC, which, in good faith, relied upon MOPI's conduct.

The un rebutted testimony of CCC's plant manager, Engineer De Silva, has clearly established that BFO from

MOPI was used from 19 to 21 September 1982, and that such use directly caused damage to CCC's rotary kiln; thus:

"Q: You mentioned that under the bunker fuel oil supply agreement between the Mobil Oil Philippines and Continental Cement Corporation, Mobil Oil delivered bunker fuel oil to the premises of Continental Cement and that this bunker fuel oil is stored in one of the tank(s) within the premises of Continental Cement to which you previously identified in Exhibit `DD'. Now when did the Continental Cement first use the bunker fuel oil supplied by Mobil Oil under the same bunker fuel oil agreement?

"A: On September 19, 1982, sir.

"Q: Now, what happened to the operation with the use of the bunker fuel oil supplied by Mobil Oil?

"A: It was found out that during the introduction of the Mobil Oil bunker fuel oil we observed that the flame is very different from the normal behavior when we are using other fuel oil. So, on that first day we have difficulty on how to balance the flame. On the second day, we tried to resume the normal flame but still coating cannot be developed and clinkering process is very abnormal in the sense that it resulted to under burning of clinker and poor quality of clinker coming out from the rotary kiln. Then on the third day, which is the 21st, we found out that there are some red spots that occurred on the kiln shale (sic).

"Q: By the way, for clarification. When you used this bunker oil from the defendant delivery on September 19, 1982 and as you have said, and the Court have seen that there were panels indicating the conditions of the rotary kiln, did it register a particular heat?

"A: Yes, your Honor.

"Q: What was your reading then?

"A: For the inlet chamber temperature the ideal temperature kiln in order to have clinkering process is from 950 to 1,000°C.

"Q: And on that day, did you come to know what was the heat for the inlet chamber?

"A: It is in our logsheet, sir. It is very behind the normal.

"x x x x x x x x.

"Q. Now, for how many days did you continue using that bunker fuel oil supplied by Mobil Oil Philippines?

"A: We used that oil from September 19 up to September 22.

"Q: After that, what happened?

"A: Then after the 22, we decided to stop the plant.

"Q: Why did you decide to stop the operation of the plant?

"A: Because we are encountering difficulty in our operation, sir. We cannot attain the production target of 1,200 metric tons a day. Likewise, we have seen red spots, which occurred on the 21st of September, so since these red spots cannot be developed, cannot be cured anymore, to avoid further damages on the equipment, we decided to stop.

"Q: What are these red spots?

"A: These red spots, sir are sign that the brick lining inside the kiln already fall down (sic). So when the red sport (sic) are present, meaning to say that there is no more brick lining.

"COURT:

"Q: Where does these appear, outside the cylindrical kiln or where?

"A: Outside the cylindrical kiln shale (sic), sir.

"ATTY. RACHO:

"Q: What is the reason why the brick-lining is no longer there?

"A: Sir, I would like to inform you that the life of the brick-lining is purely dependent on the temperature inside the kiln. Once, this is heated up to about 1,400°C, this has to be maintained most of the time. Any fluctuation in the temperature inside the kiln will result to contraction and expansion of the kiln shell likewise, on the brick. So this contraction and expansion during that time will result to loosening (sic) of the bricks, which is installed inside. And if this is not properly coated, there is no coating as I previously mentioned, this will fall down. Since this is installed in circumferential manner, one or two pieces of bricks that fall (sic) down, all the rest will continue then the second ring will get loose, so this will fall down also.

"Q: Now, on what day did these red spots developed since you first used the bunker fuel oil supplied by Mobil Oil Philippines?

"A: On the second and third day which is on the 20th and 21st of September, sir, 1982." [24]

Urbano Cruz, vice-president of CCC, corroborating Engineer De Silva, testified that CCC started using BFO from MOPI only on 19 September 1982 and that such use had to be stopped on 22 September 1982 because of the abnormality in the heat it generated in the rotary kiln. [25]

Petitioners, in a bid to still avoid liability, would argue that CCC waived its right to claim damages by failing to observe the Procedures Manual handed to it by MOPI, and that it was private respondent's "strict legal duty to inspect the deliveries prior to acceptance." [26] CCC hardly could be blamed, however, for relying on the goodwill, reputation and business stature of petitioners. It was enough that CCC, as a precautionary measure, so conducted random checking and added supervisors to oversee the BFO deliveries. [27]

The Court of Appeals, anent the second issue, correctly ruled that MOPI could be held accountable for the acts of CFS. The hauling contract [28] executed by and between MOPI and CFS (to which CCC was not a party) laid out the responsibilities of CFS (the contractor); thus:

"1. The CONTRACTOR, in consideration of payments to be made by MOBIL in accordance with the rates specified by the BOE (BOE Resolution 81-07) hereby undertakes and binds itself to haul and transport any and all outgoing and incoming products of MOBIL on a non-exclusive basis from the latter's Manila Terminal and/or from any other specified point or points to the various shipping points or destinations in the area of Luzon, Philippines. PROVIDED, that the CONTRACTOR may be required by MOBIL to render hauling services outside of the specified points at the rate prevailing in the area.

"2. The CONTRACTOR hereby binds and obligates itself to deliver to the consignees any and all cargoes within twenty-four (24) hours upon receipt of MOBIL'S written instruction or the corresponding invoice/documents pertaining to said cargoes. It shall be the CONTRACTOR's responsibility to insist that receipt of goods by consignee or his authorized representative is acknowledged in writing on the Delivery Receipt and/or TOAs and these receipts shall be surrendered to MOBIL's Bulk Plant immediately after delivery.

"x x x x x x x x.

"7. MOBIL binds and obligates itself to pay all hauling fees due to the CONTRACTOR, computed in accordance with the government specified rates within reasonable time from presentation of the hauling bills but in no case

shall such bills be rendered oftener than once a week but preferably twice a month.

"MOBIL is hereby authorized by the CONTRACTOR to withhold from the hauling fees any amount to satisfy CONTRACTOR's liability to MOBIL.

"That bills should be supported by Hauler's Copy of Invoices and TOAs duly authenticated by MOBIL's authorized personnel." [29]

CFS was the contractor of MOPI, not CCC, and the contracted price of the BFO that CCC paid to MOPI included hauling charges. [30] The presumption laid down under Article 1523 of the Civil Code that delivery to the carrier should be deemed to be delivery to the buyer would have no application where, such as in this case, the sale itself specifically called for delivery by the seller to the buyer at the latter's place of business.

WHEREFORE, the herein questioned decision of the Court of Appeals is AFFIRMED in toto. Costs against petitioners.

SO ORDERED.

Bellosillo, Kapunan, and Hermosisima Jr., JJ., concur.

Padilla, (Chairman), J., on leave.

[1] Penned by Associate Justice Alfredo L. Benipayo and concurred in by Associate Justices Manuel O. Herrera and Cancio C. Garcia.

[2] Penned by Judge Pedro T. Santiago.

[3] Records, p. 69.

[4] Ibid.

[5] Exh. M., Records, p. 76.

[6] Rollo, p. 23.

[7] Exh. A; Records, p. 191.

[8] Records, p. 187.

[9] Ibid., p. 200.

[10] Ibid., p. 219.

[11] Ibid., p. 222.

[12] Ibid., p. 246.

[13] Ibid., p. 346.

[14] Ibid., p. 352.

[15] Ibid., p. 749.

[16] Ibid., p. 750.

[17] RTC Decision, p. 4, Records, p. 750.

[18] Rollo, p. 46.

[19] Rollo, p. 20.

[20] Rollo, p. 21.

[21] Findings of facts may only be passed upon and reviewed by this Court in the following instances: (1) when the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is a grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of fact are conflicting; (6) when the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) when the findings of the Court of Appeals are contrary to those of the trial court; (8) when the findings of fact are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents; and (10) when the finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record (*Medina vs. Asistio, Jr.*, 191 SCRA 218).

[22] Rollo, p. 24.

[23] TSN, July 7, 1983, pp. 23 & 25.

[24] TSN, April 12, 1984, pp. 9-17.

[25] TSN, July 29, 1983, pp. 11-13.

[26] Rollo, p. 28.

[27] TSN, October 4, 1984, p. 8.

[28] Hauling Contract.

[29] Records, pp. 78-80.

[30] TSN, August 25, 1983, p. 4.

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