

THE INSULAR GOVERNMENT, PLAINTIFF AND APPELLEE, VS. BEHN, MEYER & CO. (LTD.), DEFENDANT AND APPELLANT.

G.R. No. 10967. November 08, 1916

Ponente: TRENT, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-10967/>

TRENT, J.:

On March 15, 1913, Julius Rudert, agent for the Philippine Government, shipped, freight prepaid, twenty-five cases of Chaulmoogra oil on the Hamburg-American steamship Sicilia from Hamburg, consigned to the Bureau of Supply at Manila. On June 3, 1913, twenty-four cases of the oil were delivered to the consignee. This action was instituted by the Government for the purpose of recovering the value of the missing case, together with one twenty-fifth of the freight, and interest. From a judgment in favor of the plaintiff for the amounts claimed and the costs of the cause, the defendant appealed and now makes the following assignment of error:

"1. The court erred in holding the defendant, Behn, Meyer & Co. (Ltd.), liable as the agents of the steamship Sicilia for the nondelivery of the cargo in question."

It is argued that the defendant is not liable (a) because the steamship company cannot be held for the failure to deliver the missing case of oil and (b) because that if it be held that the company is liable, such liability does not attach to the defendant as agent. The first proposition rests upon the ground that the case of oil in question was damaged as it result of an accidental lire aboard the steamer while in the Port of Singapore and later sold at auction at that port. It is not contended that the burden of proof, showing such facts, does not rest upon the steamship company. The only proof upon this point consists of two letters, dated October 11, 1913, and December 8, 1913, written on behalf of the carrier. The pertinent parts of these letters are as follows:

"October 11, 1913. Relating to cargo short delivered ex S/S. Sicilia 1 case Chaulmoogra oil marked 'S. S. & Co.,' valued: P132.68, we beg to state that, though the records that were mailed us by the Singapore Agents, in which details were given as to those packages, that were left behind in Singapore, for the reason of having found to be damaged by fire and water, do not contain the above mark, it is quite possible that the above referred to case is among those packages, that were damaged to such an extent as to make them valueless entirely.

"December 8, 1913. We have a letter from our Singapore firm, relating to: S. S. & Co. containing Chaulmoogra oil which was less delivered to your office ex the above-named steamer (Sicilia), and in further reference to same we beg to inform you that in all there were discovered 16 cases of different sorts of oil, which were damaged by fire and water, and were sold in public auction.

"As there does not exist any other trace of the whereabouts of the above-mentioned case, we feel certain that the questioned case was among those disposed of in auction."

It will be seen from the first letter that the agents reported that there was no case of oil marked "Chaulmoogra" among the packages left behind in Singapore, on account of being damaged by fire or water. In the second letter the statement was made that as there were sixteen cases of oil damaged and sold at public auction and "as there

does not exist any other trace of the whereabouts of the above-mentioned case, we feel certain that the questioned case was among those disposed of at the public auction." Accepting the above-quoted statements made in the two letters as true, it is quite clear that they fail to establish as a fact that the missing case of oil was actually damaged as a result of the tire aboard the ship and disposed of in the manner indicated. In fact, the statement made in the first letter shows that this case was not among those damaged. The result is that the steamship company cannot escape liability for the non-delivery of the missing case upon this ground.

It is further contended that the steamship company is relieved from liability under that part of the bill of lading which constitutes the contract between the shipper and the carrier and which provides * * * "nor shall the owners (the carriers) be responsible * * * for any damages or losses of goods capable of being covered by insurance * * *."

This clause certainly cannot operate to relieve the carrier of liability in the absence of a showing when, where, and under what circumstances the goods were lost, damaged or destroyed.

As to the liability of the defendant as agent of the steamship company, articles 586 and 587 of the Code of Commerce provide that:

"Art. 586. * * * By agent is understood the person intrusted with the provisioning of a vessel, or who represents her in the port in which she happens to be.

"Art. 587. The agent shall also be civilly liable for the indemnities in favor of third persons which arise from the conduct of the captain in the care of the goods which the vessel carried; but he may exempt himself therefrom by abandoning the vessel with all her equipments and the freight he may have earned during the trip."

The foregoing provisions of the Code of Commerce make the defendant, as agent of the steamship company, liable for the non-delivery of the case of oil in question. (Guzman vs. X and Behn, Meyer & Co., 9 Phil. Rep., 112.)

The foregoing are the reasons upon which the short opinion and order for judgment, heretofore filed in this case rest. So ordered.

Torres, Johnson, Carson, and Araullo, JJ., concur.

Moreland, J., dissents.

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.