

**MACONDRAY & COMPANY, INC., PLAINTIFF AND APPELLANT,
VS. DELGADO BROTHERS, INC., DEFENDANT AND APPELLEE.***G R. No. 13118. April 28, 1960*

Ponente: CONCEPCION, J.

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This is an appeal from an order of the Court of First Instance of Manila, issued, on motion of defendant Delgado Brothers, Inc., dismissing the complaint of plaintiff Macondray & Co., Inc., as agent of the MS PLEASANTVILLE, upon the ground that said court has no jurisdiction over the subject matter of the case.

It is alleged in the complaint that, as operator of the pier services in the Port of Manila, said defendant received sixty-eight (68) cartons of paint, among other cargoes unloaded in Manila, on April 17, 1955, from the aforementioned MS PLEASANTVILLE, of which plaintiff Macondray & Co., Inc. is agent, for transshipment to Iloilo; that when the cargo was, for this purpose, about to be loaded on board the MV JOLO defendant delivered only fifty-nine (59) cartons and could not deliver nine (9) cartons forming part of the same shipment; that, shortly after the departure of the mv jolo for Iloilo, defendant offered nine (9) cartons of paint to make up for the shortage, but these nine (9) cartons were not accepted by the consignee and, consequently, had to be sold at the best possible price obtainable, thereby reducing the value of the loss of P209.98, which plaintiff, as agent of the vessel, paid to the consignee; that defendant failed and refused to pay said sum of P209.98, despite demands made by the plaintiff; and that plaintiff was, accordingly, constrained to litigate and incur an obligation to pay attorney's fees and expenses of litigation in the amount of not less than P300.00. Hence, it is prayed in the complaint that defendant be sentenced to pay plaintiff said sum of P209.98, with interest thereon, plus P300.00 as attorney's fees and expenses of litigation.

Defendant answered alleging that it had effected a complete delivery of the above mentioned sixty-eight (68) cartons of paint to plaintiff's customs representative, who accepted said delivery without protest, but, soon thereafter, it filed, with the permission of the court, a motion to dismiss, upon the ground that it has no jurisdiction over the subject matter of the complaint, the amount demanded therein being less than P2,000. By ail order dated September 28, 1957, the lower court granted this motion and, consequently, dismissed the complaint. Hence this appeal by the plaintiff, upon the theory that the case at bar calls for the exercise of admiralty jurisdiction, which is within the original exclusive authority of courts of first instance.

It has been said that "the precise scope of admiralty jurisdiction is not a matter of obvious principle or of very accurate history"; that "this jurisdiction is to be interpreted by an enlarged, view of its nature and objects"; that the "best guides as to its extent" are "the Constitution, the laws of Congress, and the decisions of the Supreme Court"; and that "as a result of the exclusive jurisdiction of all admiralty and maritime cases, vested" in certain courts, "the court themselves are * * * the sole judges of the scope of such jurisdiction, subject of course to congressional legislation." (1 Am. Jur., 550- 551.) Corpus Juris Secundum defines admiralty as "the branch of jurisprudence regulating maritime matters of a civil and criminal character, and in a more restricted sense is the tribunal administering maritime law by a peculiar and distinct procedure" (2 C.J., p. 64; italics ours), and states that

admiralty jurisdiction covers "all maritime cases and only maritime cases and extends to both person and res." (2 C.J.S., p. 65; italics ours.)

The case at bar does not deal with any maritime matter or with the administration and application of any maritime law. As custodian of the sixty-eight (68) cartons of paints it had received from the MS Pleasantville, it was defendant's duty, like that of any ordinary depositary, to take good care of said goods and to turn the same over to the party entitled to its possession, subject to such qualifications as may have validly been imposed in the contract between the parties concerned. Such duty on the part of the defendant would be the same if the final destination of the goods were Manila, not Iloilo, and the goods had not been imported from another state. The only issues raised in the pleadings are (1) whether or not defendant had fully discharged its obligation to deliver the aforementioned sixty-eight (68) cartons of paint and (2), in the negative case, the amount of indemnity due the plaintiff therefor. The determination of these questions does not require the application of any maritime law and cannot affect either navigation or maritime commerce. The foreign origin of the goods is—under the attending circumstances—immaterial to the law applicable to this case or the rights of the parties herein, or the procedure for the settlement of their dispute. Indeed, it is well settled that:

"In case of controversy involving both maritime and non-maritime subject matter, where the principal matter involved belongs to the jurisdiction of a court of common law or of equity, admiralty will not take cognizance of incidental maritime matters connected therewith but will relegate the whole controversy to the appropriate tribunal." (2 C.J.S., p. 66.)

Wherefore, the theory of plaintiff Macondray & Co., Inc., cannot be sustained and the order appealed from is hereby affirmed, with costs against said plaintiff. It is so ordered.

Paras, C.J., Bengzon, Padilla, Montemayor, Bautista Angelo, Labrador, Endencia, Barrera, and Gutierrez David, JJ., concur.

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