

**JUAN YSMAEL & CO., INC., PLAINTIFF AND APPELLEE, VS.
UNITED STATES LINES CO., ET AL., DEFENDANTS, MANILA PORT
SERVICE, DEFENDANT AND APPELLANT.**

G.R. No. 14394. April 30, 1960

Ponente: BARRERA, J.

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BARRERA, J.:

This is an appeal taken by the Manila Port Service from a judgment of the Court of First Instance of Manila (in Civil Case No. 33917), ordering it to pay plaintiff Juan Ysmael & Co., Inc., the sum of P800.31, with legal interest, and the sum of P200.00, as attorney's fees.

Plaintiff-appellee's complaint is based on defendant-appellant's failure to deliver to plaintiff a shipment of copper tubings consigned to plaintiff, which arrived and was discharged in Manila into the custody of defendant as arrestre contractor, on December 26, 1956. The main defense of defendant is that it is relieved of responsibility because no claim for such non-delivery was made within 15 days from the discharge of the last package from the carrying vessel, as provided in Section 15 of the Management Contract with the Bureau of Customs. Plaintiff countered that it was not bound by said Management Contract, as it was not a party thereto.

The trial court, after finding that the loss of the Copper tubings occurred after their discharge from the carrying vessel, absolved the shipping company and held the defendant-appellant liable, holding that the Management Contract was not binding on the plaintiff, its provisions not being in the nature of stipulations pour autrui, but precisely prejudicial to plaintiff, in that the Contract limits its rights. Furthermore, the trial court reasoned out, the said stipulation (the 15-day limit) is unreasonable and oppressive, because the date of the discharge of the last package from the carrying vessel, cannot ordinarily be known to the consignee of the shipment, and the latter may not be able to take delivery of the goods, until after the lapse of said 15 days, in view of the delay in the arrival of the shipping documents from abroad, congestion in the piers, and delay in the issuance of tax exemption certificates from the Department of Finance, and in the clearing of the documents in the Bureau of Customs. Based solely on the legal conclusion adopted by the trial judge that the Management Contract is not binding on plaintiff, and on the speculation of the possible contingencies mentioned in the decision that might justify delay in the filing of a claim beyond the 15-day period, but without making any finding as to the factual presence or not of any of them in the cause before it, judgment was rendered in favor of plaintiff as above indicated.

In previous cases^[1] already decided by this Court, we held that where the third party is duly notified, and acts with knowledge of the provisions of the Management Contract, such party would be bound by the Contract. In the case of *Tomas Grocery v. Delgado Brothers, Inc.* (G.R. No. L-11154, prom. April 29, 1959), we likewise held that under the fact therein found, the 15-day period provision was binding. In other words, it cannot be said that the Management Contract is, or is not binding on third parties, without regard to the facts of each particular case. And, since the appealed decision now before us, does not contain enough findings of fact upon which to resolve with justice the rights of the parties hereto, we decide to give them further opportunity to fully prove their

respective contentions.

Wherefore, this case is ordered remanded to the court of origin for further proceedings, without costs.

So ordered.

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

Reyes, J.B.L., J., on leave, took no part.

[1] Northern Motors, Inc. v. Prince Line, et al., G.R. No. L-13884, prom. February 29, 1960; and Jose Bernabe & Co., Inc. v. Delgado Brothers, Inc., G.R. No. L-14360, prom. February 29, 1960.

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