

PARSONS HARDWARE CO., INC., PLAINTIFF AND APPELLEE, VS. DE LA RAMA STEAMSHIP CO., INC., ET AL., DEFENDANTS. MANILA RAILROAD COMPANY, DOING ARRASTRE BUSINESS UNDER THE NAME AND S...

G.R. No. 15173. May 30, 1961

Ponente: CONCEPCION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-15173/>

CONCEPCION, J.:

Appeal from a decision of the Court of First Instance of Manila, sentencing defendant-appellant Manila Railroad Co., to pay to plaintiff Parsons Hardware Co., Inc., the sum of P1,509.91, with interest thereon, at the legal rate, from the date of the filing of the complaint herein (March 25, 1953), aside from P500 as attorney's fees, and the costs, and dismissing the complaint as regards defendant De la Rama Steamship Co., Inc., without special pronouncement as to costs.

It appears that plaintiff had ordered from Seiberling Rubber Export Company of Ohio, U.S.A., 302 rubber pneumatic tires and ten (10) boxes of rubber pneumatic tire tubes and that these goods were shipped to the Philippines aboard the SS "Maron", which arrived at the Port of Manila in April, 1927. Having failed to receive twelve (12) of the aforementioned pneumatic tires, valued P1,509.91, plaintiff brought this action against the De la Rama Steamship Co., Inc.—hereinafter referred to as the Steamship Company—as agent in the Philippines of the SS "Maron", and the Manila Railroad Co.—hereinafter referred to as appellant—as operator of the arrastre service in the Port of Manila, doing business under the name and style of Manila Port Service.

The Steamship Company denied liability for the missing tires upon the ground that the shipment aforementioned had been fully discharged from the SS "Maron" and that plaintiff had not filed, within ten (10) days from said discharge, the notice of shortage required in section 29 of the corresponding bill of lading. Upon the other hand, appellant maintained that it had not received the missing pneumatic tires and that, under section 15 of its Management Contract with the Bureau of Customs, covering the operation of the arrastre service for the Port of Manila, it was completely relieved and released from any liability for loss or non-delivery of said tires, no claim having been filed therefor "within fifteen (15) days from the date of discharge of the last package from the carrying vessel", which took place on April 9, 1957.

Judging from the language of the decision appealed from, the lower court was under the impression that the only issue in this case is whether the loss in question took place in the SS "Maron", before the unloading of the goods, or after the same had been placed under the custody of appellant, through its agent the Manila Port Service. Hence, after analyzing the evidence of records, His Honor, the Trial Judge concluded that the delivery to appellant of the entire shipment of 302 pneumatic tires and ten (10) boxes of rubber pneumatic tire tubes had been duly established, and that, accordingly, the loss took place in its possession, whereupon appellant was sentenced to pay the sums stated at the beginning of this decision. Appellant maintains, therefore, that the lower court had erred in completely disregarding, and making no pronouncement on, the special defense, set up in its (appellant's)

amended answer, of release based upon plaintiff's alleged failure to file a claim for loss or non-delivery within the period of fifteen (15) days fixed in section 15 of its aforementioned Management Contract.

We agree with appellant that the lower court should have made a finding thereon. It appears, however, from the documentary evidence introduced in this case (Exhibits 6 and 6-A to 6-DD), that the last package was discharged from the SS "Maron" and placed under appellant's custody on April 9, 1957; that the tires, except those missing, were delivered to plaintiff from April 12 to April 15, 1957 (Exhibits J, 2-MPS, and 2-A MPS to 2-C MPS); and that, on the date last mentioned, plaintiff, acting through its customs broker, filed the "notice of missing or unlocated cargoes", Exhibit K, advising the Wharfinger and appellant's agent, the Manila Port Service—which received it on the same date (April 15, 1957)—that the twelve (12) rubber pneumatic tires in question "could not be located in the pier, supposedly shortlanded or misplaced". Although the formal claim for said tires, dated April 25, 1957, was received by the Manila Port Service on April 26, 1957, the aforementioned "notice of missing or unlocated cargoes" filed on April 15, 1957—or within fifteen (15) days from April 9, 1957—was a sufficient compliance with the provisions of section 15 of the Management Contract, requiring the filing of a claim, within fifteen (15) days from the discharge of the last package from the carrying vessel, as a condition for the demandability of appellant's liability for loss, damage, misdelivery or non-delivery of the goods placed under its custody.

Wherefore, the decision appealed from is hereby affirmed with costs against the defendant-appellant, Manila Railroad Company. It is so ordered.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Paredes, Dizon, De Leon, and Natividad, JJ., concur.

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.