

## Reflections on Recent Supreme Court Decisions in Transportation Law

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SUBJECT(S):       *TRANSPORTATION LAW*

KEYWORD(S):     *COMMON CARRIER*

The Author examines a number of Supreme Court decisions that appear to have effected changes in precedent as far as the law on transportation is concerned. These decisions mainly relate to three significant issues: a) who is a common carrier?; b) What is the effect of the words "said to contain" in a bill of lading?; c) To what extent can a carrier avail itself of statutory limits to its liability?

The Article proceeds to discuss these concepts and issues by analyzing jurisprudence related to the matter. It provides an insightful analysis by reconciling the doctrines in these jurisprudence and the provisions of the Civil Code and such laws as Carriage of Goods By Sea Act (COGSA). The Article finds that while *Home Insurance Co. v. American Steamship Agencies* classifies a carrier chartered to its full capacity or to a special person only as a private carrier, *Maritime Agencies & Services, Inc. v. Court of Appeals* appears to have cast doubt upon this classification by applying the provision of the Civil Code on common carriers. Meanwhile, the case of *United States Lines v. Commissioner of Customs* interpreted what "said to contain" means in the context of bill of lading. But *Reyna Brokerage Inc. v. Philippine Home Insurance Corp.* then made the carrier responsible for the quantity of the cargo declared by the shipper despite the inclusion of the phrase "said to contain" in the bill of lading. Lastly, the two cases of *National Development Co v. Court of Appeals* and *American Home Assurance Co. V. Court of Appeals* apparently deprive the negligent carrier of the right of limitation if the carrier is held liable. As a conclusion, the Author believes that decisions of Supreme Court which are under review have left the field of Transportation Law in a more confused state.