

102 Phil. 453

[ G. R. No. L-6991. November 29, 1957 ]

**JOHN LANDAHL, INC., PLAINTIFF AND APPELLEE, VS. FRANCISCO MONROY,  
DEFENDANT AND APPELLANT.**

**D E C I S I O N**

**BAUTISTA ANGELO, J.:**

On January 17, 1952, plaintiff brought an action against defendant in the Court of First Instance of Manila to recover the sum of P6,939.98, plus interest and attorneys' fees. Defendant set up the defense that on March 3, 1951 plaintiff impleaded defendant in the Municipal Court of Manila to recover an account which became due on June 19, 1948 and if it were true that the accounts which plaintiff seeks now to collect were already due on that date, the same should have been included in the former action and having failed to do so, plaintiff is now barred to institute the present action.

After hearing, the court found this defense untenable and rendered judgment sentencing defendant to pay the plaintiff the amounts claimed in the complaint. Hence this appeal.

It appears that defendant received from plaintiff several articles for sale on different dates with the obligation to pay their value within a period of 30 days. The first set was received on April 26, 1948, the second on May 3, 1948 and the third on May 12, 1948 and their aggregate value was P6,939.98. It likewise appears that the action filed in the Municipal Court of Manila is for the recovery of an account which became due on June 19, 1948. Since at the time of the filing of the action before the Municipal Court the accounts which plaintiff now seeks to collect had already matured, it is now contended that these accounts should have been included in the former action and that the failure to do so has the effect of barring the present action. Appellant invokes in his favor the following comment of Chief Justice Moran:

“A contract providing; for several obligations to be performed at different times,

gives rise to a single and independent cause of action for each obligation that is not performed at the proper time; but if upon the filing of the complaint several obligations have already matured, all of them shall be considered as integrating a single cause of action and must all be included in the complaint, otherwise those that are not thus included are barred forever," (Moran, Comments on the Rules of Court, Vol. I, 1952 Ed., p. 19.)

This contention is without merit. As the trial court well said: "An examination of the allegations of the complaint shows that the defendant had received offers on four different occasions to sell on commission several cases of merchandise under the express obligation of selling the same and accounting for the proceeds of the sale thereof within 30 days from receipt of each case, to wit, 30 days after April 26, 1948, 30 days after May 3, 1948, and 30 days after May 19, 1948; the last one being the basis of the action filed in the Municipal Court. *Since these contracts are separate and distinct from each other*, it is evident that they constitute different causes of action." (Italics supplied.) The rule, therefore, against splitting a cause of action does not here apply because the different obligations subject of the present action are covered by separate transactions.

But there is one reason why the accounts now involved in the present action were not included in the former action taken by plaintiff against defendant before the Municipal Court. It appears that at the time the first action was instituted the vouchers covering the accounts involved in the second action have not as yet been found and the defendant was not then disposed to acknowledge them unless they were produced, as shown by the correspondence coursed between them which is not disputed. And said vouchers only became available after the institution of the first action. This situation can be considered as an exception to the rule which prohibits the splitting of a cause of action. We find therefore no reason to disturb the findings of the trial court.

Wherefore, the decision appealed from is affirmed, with costs against appellant.

*Paras, C. J., Bengzon, Padilla, Montemayor, Reyes, A., Labrador, Concepcion, Reyes, J.B.L., Endencia, and Felix, JJ., concur.*

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