

[G. R. No. L-10215. April 30, 1958]

ANDRES E. VARELA, PLAINTIFF AND APPELLANT, VS. CRISTINA MARAJAS, ET AL., DEFENDANTS AND APPELLEES.

D E C I S I O N

PARAS, C.J.:

This is an appeal by the plaintiff from an order of the Court of First Instance of Batangas, dismissing the complaint, upon motion of the defendants, on the ground that the cause of action was barred by the statute of limitations.

The complaint was filed on December 6, 1954 and recited that Mariano Rodriguez Varela, appellant's brother, died intestate in Batangas, Batangas, on September 5, 1940 and left an estate worth P45,000 which was settled in a written agreement among the heirs dated February 14, 1941 and duly approved by the court on April 7, 1941. Said agreement provided that Carmelo Bautista, also known as Carmelo Varela (father of appellees) was the acknowledged natural child of the deceased Mariano E. Varela; that the appellant, who had long been absent and unheard from, would be given a share equivalent to P12,000 which Carmelo Bautista would satisfy in money or property upon the appearance of the appellant. The latter seeks to recover said amount from the appellees who, as successors of Carmelo Bautista, allegedly refused and have still refused to pay the same.

The lower court ruled that more than ten years had elapsed since accrual of appellant's cause of action on April 7, 1941 when the agreement in question was approved by the court and that, for purposes of prescription, appellant's knowledge or lack of knowledge of his right was immaterial. This was a plain error consequent upon the wrong supposition that the cause of action accrued on April 7, 1941. The agreement provided that the sum of P12,000 would be paid to the appellant upon his appearance, and no period was fixed for said purpose. It is not denied that the appellant was unaware of the arrangement until he returned to the Philippines from the United States in November, 1945, when upon his

appearance the obligor had failed to comply with his covenant. Hence appellant's right to sue started only from the moment he presented himself and was not paid. It would be absurd to expect the appellant to so present himself without in the first place knowing the existence of the obligation in his favor. The situation may be likened to an indebtedness evidenced by a written document, payable within a stated period, where the cause of action would accrue only upon the expiration of the stipulated period in case payment is not made,—certainly not from the date of the agreement. It would make no difference whether appellant's right be based on the agreement of February 14, 1941 or on the order of the court on April 7, 1941, because the result would be the same; namely, that the obligation would be deemed to mature upon the appearance of the appellant. Let it be noted that the order of April 7, did not change the terms of the agreement of February 14.

Wherefore, the appealed order is reversed and the case remanded to the court *a quo* for further proceedings. So ordered, with costs against the appellees.

Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Endencia and Felix, JJ., concur.