

INTERNATIONAL COLLEGES, INCORPORATED, PETITIONER AND APPELLEE, vs. NIEVES ARGONZA, ET AL., RESPONDENTS AND APPELLANTS.*G.R. No. L-3884. November 29, 1951*

Ponente: REYES, J.

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This case had its origin in the Municipal Court of Manila where 25 dismissed teachers of the International Colleges, Inc., a domestic corporation, jointly sued this entity for unpaid salaries, the complaint alleging that plaintiffs were employed by defendant for the whole school year ending April 30, 1949, at a specified salary each, but that without justification and in violation of their contract they were on December 10, 1948, dismissed by defendant without being paid their respective salaries due under the contract, all aggregating P14,211.13 but with the highest individual claim not exceeding P1,300. Instead of filing an answer defendant moved for dismissal, con-tending that there was misjoinder of parties-plaintiff and that the total amount involved was beyond the jurisdic-tion of the court. The motion having been denied, de-fendant took the case by certiorari to the Court of First Instance of Manila. Upholding defendant's contention, that court revoked the order complained of and ordered the complaint in the municipal court dismissed without pronouncement as to costs. From this decision the plain-tiffs have appealed, alleging that the lower court erred in holding (1) that there was a misjoinder of parties-plaintiff and (2) that it was the aggregate amount of plaintiffs' claim and not the amount of each claim that should con-stitute the basis for determining the court's jurisdiction.

The first specification of error has no basis, it appear-ing from the order denying plaintiffs' motion for recon-sideration that the lower court has receded from its former position on the question of misjoinder of parties plaintiff and has denied said motion simply on the ground that the municipal court had no jurisdiction over the amount involved. Nevertheless, we are constrained to express an opinion on said question since the appellee seeks to uphold the decision appealed from, not only on the ground of lack of jurisdiction on the part of the municipal court but also on the ground of misjoinder of parties plaintiff.

Our view is that the joinder of the 25 plaintiffs in one single complaint against the defendant is authorized by section 6 of Rule 3 of the Rules of Court, which reads:

"SEC. 6. Permissive joinder of parties.—All persons in whom or against whom any right to relief in respect to or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, may, except as otherwise provided in these rules, join as plaintiffs or be joined as defendants in one complaint, where any question of law or fact common to all such plaintiffs or to all such defendants may arise in the action; but the court may make such orders as may be just to prevent any plaintiff or defendant from being embarrassed or put to expense in connection with any proceedings in which he may have no interest."

Commenting: on this section of the Rules Chief Justice Moran says:

"The principle contained in this provision amplifies the old pro-cedure. Formerly, it was only community of interest in the same subject which constituted a ground for joinder of parties; now, it is also the existence of a common question of fact or of law, pro-vided the relief sought for or against the several parties arises from the same transaction or series of transactions whether jointly, severally, or in the alternative. In this connection, the term 'transaction' means not only a stipulation or agreement, but any event resulting in wrong, without regard to whether the wrong has been done by violence, neglect or breach of contract. And the term 'series of transactions' is equivalent to 'transactions connected with the same subject of the action.'

"For instance, A, B, C, and D are owners, respectively, of four houses destroyed by fire caused by sparks coming from a defective chimney of a passing locomotive owned by the Manila Railroad Company. Under the old procedure, the four owners cannot join in a single complaint for damages against the Manila Railroad Company, for the reason that they do not have a community of interest in the same subject of the litigation, each of them being interested in recovering the value of his house alone. Under the new procedure, they may join in a single complaint, for a right to relief is alleged to exist in their favor severally arising out of the same cause, namely, the single negligent act of the defendant by which the four houses were destroyed by fire, and which is also a common question of fact to all of the four plaintiffs.

"Again, several farmers, depending upon a system for the irriga-tion of their crops, have sustained damages by reason of the diver-sion of the water from said system by the defendant company. Under the old procedure, those several farmers cannot unite in a single action, they having no community of interest in the same subject, for each of them is interested in the damages to his own farm and not in those of the others. But, under the new procedure, they may join in a single action, for their right to relief arises from the same occurrence, namely, the diversion of the water from the aforesaid system, which is also a question of fact common to all of them.

"A collector of taxes for three political subdivisions in the United States gave a single fidelity bond. The state law imposed on each political subdivision a liability for each proportionate share of the bond premium. Held: The surety could join the three parties as defendants in an action to recover the premium although each of them is liable separately for one third of the premium, the right to relief having arisen from the same transaction, namely, the giving of the bond, and there is a question of fact or of law common to all of the three defendants.

"If, in a collision of motor cars, a chauffeur sustained personal injuries and damages are caused to the car he was driving, two causes of action arise: one, in favor of the chauffeur for the in-juries caused to his person, and another, in favor of the owner of the car for the damages caused thereto. Under the old pro-cedure, it is doubtful whether the owner and the chauffeur may join in a single complaint, because they are not interested in the same subject, each of them claiming a different and separate kind of damages, but under the new procedure, they may join, because a right of relief exists in their favor arising out of the same transaction or occurrence, namely, the collision, and a question of fact will arise at the trial common to both of them.

"If a person has a title to a real property which he has been possessing for many years, and four persons united by the same purpose, successively deprived him of the property and later parti-tioned it among themselves; under the old procedure it was doubtful whether the four persons could be joined in a single action, each of them being interested only in the portion he is occupying and not in the portions respectively occupied by the others. But under the new procedure, it is clear that they may be joined in a single complaint, because a right to relief is alleged to exist against all of them arising out of a series of occurrences, and a question of fact common to all of them will arise in the action, that is, the ownership and possession for years of the plaintiff.

"As previously indicated, it is not enough that there be a ques-tion of fact common to several parties in order that they may be joined; it is essential that a right of relief should exist in favor of, or against, all of them in respect to, or arising out of, the same transaction or series of transactions. If the right to relief does not arise out of the same transactions or series of transac-tions, although there may be a common question of fact, joinder is not proper. For instance, if the plaintiff has a single title to, and has been for many years in possession of, two parcels of land, one of which had been taken by force by one of the defendants nine years ago, and the other,

by the other defendant five years ago under different circumstances, the two defendants cannot be joined, for there is no right or relief against them arising out of the same transaction or occurrence, the acts of dispossession having been done separately, at different times and in a different manner, although there is a question of fact common to them, which is the plaintiff's ownership and possession of the property.

"Professor Sunderland rightly says that under these new rules a number of joinders are permissible, such as claims for damages in the alternative against two independent tortfeasors; damages for injury to a house claimed by the owner and the occupier; damages claimed by many persons affected by the same libelous statement; claims against a person causing a personal injury and a physician who afterwards negligently treats the patient.

"Under the new liberal rule of joinder, a situation may arise in which, while one of the parties is proving his claim, the other parties may have no interest therein and may remain idle in court. In this event, the above section provides that 'the court may make such orders as may be just to prevent any plaintiff or defendant from being embarrassed or put to expense in connection with any proceedings in which he may have no interest.' For instance, in the first illustration given above, while one of the owners of the houses burned is proving the value, of his house, the others may have nothing to do in court, they having no interest in the subject-matter of the evidence being presented. In such case, the court may fix another time or date for each of the other plaintiffs to introduce their respective proofs." (I Moran, Rules of Court, 3rd rev. ed., 36-40).

On all fours with the present case is that of *A. Soriano y Cia. vs. Gonzalo M. Jose, et al.*,[*] G.R. No. L-3211, decided May 30, 1950, where various employees of that company who had been dismissed on various dates brought a joint complaint against it in the municipal court to collect a month's salary each in lieu of 30 days' notice. The procedure was sanctioned by this Court under the above section of the Rules. In our opinion all that the section requires is that there be a question of fact common to the several parties that have been joined as plaintiffs and that a right of relief exists in favor of all of them in respect to or arising out of the same transaction or series of transactions "whether jointly, severally, or in the alternative." These requisites are fulfilled in the present case where the joint plaintiffs allege to have a right to relief arising out of the same transaction or series of transactions consisting in the mass dismissal of the plaintiffs from defendant's employ, an action or series of actions giving rise to a question of law common to all of the plaintiffs. Our conclusion, therefore, is that the joinder of the 25 plaintiffs in one single complaint was proper in this case.

The case above-cited is also decisive on the question raised in the second specification of error. In that case the complaint alleged that prior to August 28, 1929, *A. Soriano y Cia.* had engaged the plaintiffs as employees or laborers at its surplus department at Santa Mesa Yard in different capacities, and that on diverse dates between May 17 and September 30, 1948, *A. Soriano y Cia.* had dismissed them without cause and the plaintiffs, 29 in number, brought a joint complaint in the municipal court against their former employer, praying that judgment be rendered sentencing defendant to pay each of them one month's salary in lieu of 30 day's notice. The total of the claims was P5,235, but the largest single claim was only P300. Contending that the municipal court had no jurisdiction to try the action because the amount of the demand exceeded P2,000, exclusive of interest and costs, the defendant filed a motion to dismiss, and, after that motion was denied, instituted proceedings for certiorari in the Court of First Instance. The petition for certiorari having been denied in that court the defendant appealed to this Court, and the question presented was whether the jurisdiction of the municipal court was governed by the amount of each claim or by the aggregate sum of all the claims when there were several plaintiffs suing jointly but having independent causes of action. Passing on that question, this Court said:

"The point wherein the parties are not in agreement is whether the claim of each plaintiff or the aggregate claims of all is the measure of jurisdiction. This question has been the subject of decisions by American courts. In *Hackner vs. Guaranty Trust Co. of New York*, 4 Fed. Rules Serv. 378; U. S. Circuit Court of Appeals, Second Circuit, Jan. 13, 1941; 117 F. (2nd) 95, it was held that, 'when two or more plaintiffs, each having

separate and distinct demand, join in a single suit, the demand of each must be of the requisite jurisdictional amount. Aggregation of the claims to make up the jurisdictional amount is permitted only if the claims are of a joint nature, as when it is sought to enforce a single right in which plaintiffs have a common interest.' As American Jurisprudence, Vol. 14, p. 413, puts it, 'Where several claimants have separate and distinct demands against a defendant or de-fendants, which may properly be joined in a single suit, the claims can not be added together to make up the required jurisdictional amount; each separate claim furnishes the jurisdictional test.'

"The petitioner believes that the joining of plaintiffs having separate claims should be controlled by the principle bearing on the court's jurisdiction in suits where one plaintiff alleges in one complaint several independent causes of action, in which case it is the aggregate amount which determines the jurisdiction. But there is a fundamental difference between such cases and one like that before us. In the first, the total demand accrues to one person, while in the latter only part of the combined demand, which does not exceed the jurisdictional amount, pertains to a single plaintiff. In other words, the court takes into account what one party would recover and not what is adjudged to all the parties or some of them.

"There would be more similarity if the present case were compared with one in which several actions commenced by different plaintiffs, handled by the same attorneys, raising the same questions, and founded on the same facts or evidence, were tried together and only one judgment were handed down. If the plaintiffs and the court had adopted such procedure, we do not think that the court's jurisdiction would be open to attack on the ground that the judgment, by reason of the joint trial, adjudicated a greater amount than the law allowed. Yet the only difference between the hypothetical case we have given and the case at bar is that in the latter, only one complaint was filed instead of as many as there are plaintiffs. The sole effect, and we should say the sole purpose, of the new rule on joinder of parties is to save them unnecessary work, trouble and expense, consistent with the liberal spirit of the new Rules, and not to enlarge the court's jurisdiction as applied to the amount in controversy.

"It is in effect argued that plaintiffs could, through collusion, shift the court's jurisdiction if individual demands rather than their aggregate were used as the criterion. It is the other way around; it is the adoption of the opposite theory, as we see it, which would open the door to manipulation. Several plaintiffs wishing to avoid trial in the justice of the peace court could combine their demands in one complaint so as to put the action beyond the jurisdiction of the inferior court."

In view of the foregoing, the decision appealed from is revoked, and the complaint of the teachers (appellants herein), ordered reinstated in the municipal court of Manila.

The appellants shall recover costs.

Paras, C.J., Feria, Pablo, Bengzon, Padilla, Tuason, Jugo, and Bautista Angelo, JJ., concur.

[*] 86 Phil., 523.

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