published on the occasion of the opening of a new store of the Company, Mr. Vicente Orosa, vice-president and assistant general manager of the company, declared it would be the policy of the company to give a yearly bonus to the employees, the amount thereof to depend on the profits realized during that year. Although the board of directors did not expressly ratify this promise of its two highest officials, the fact that they did not deny this promise when it appeared in the "Heacock's Supplement" was tantamount to their implied ratification of this promise.

Another circumstance confirming the promise made by Mr. Gunn which the lower court also invoked, was the letter of Mr. Gunn to the Union, expressly recognizing the yearly bonus to the employees according to his promise.

The lower court also found that the company had realized profits during the years 1948 and 1949, and that it paid a bonus only to its high salaried employees.

These findings of fact of the lower court are conclusive in this instance. In one case,[24] we held that even if a bonus is not demandable since it does not form part of the wage, salary or compensation of the employee, the same may nevertheless be granted on equitable considerations.

It appears herein that for the year 1947, the company had paid a bonus of one-month's salary to all its employees, and for 1948 and 1949, it had also paid to its executive and heads of departments a bonus, omitting the low salaried employees. The payment of the bonus of 1947 generated in the minds of all the employees the fixed hope of receiving the same concession in subsequent years, and on the ground of equity they deserved to be paid a bonus for the year 1948 and 1949 when the company realized profits. (*H. E. Heacock's and Company v. National Labor Union et al., G.R. No.* L-5577, July 31, 1954.)

[24] Philippine Education Company, Inc. v. Court of Industrial Relations et al., G. R. No. L-5103, December 24, 1952.

POLITICAL LAW

QUO WARRANTO: SECTION 10 OF THE REV. ELECTION CODE CONSTRUED; WHEN A PERSON IS APPOINTED MAYOR OF A NEWLY CREATED MUNICIPALITY BY THE PRESIDENT, HE SHALL HOLD OFFICE UNTIL THE NEXT REGULAR ELECTION AND MAY BE REMOVED ONLY FOR CAUSE.

FACTS: On October 1, 1953, the President of the Philippines created the municipality of Sapao,[25] Province of Surigao.

On the same day the petitioner was appointed municipal mayor of the new municipality. The petitioner subsequently assumed office and exercised the functions thereof. On February 8, 1954, the petitioner was removed from office without just cause, and the respondent was appointed acting mayor of the municipality.

Hence, this petition for *quo warranto* to question the legality of the ouster of the petitioner from his office as municipal mayor was filed.

The respondent contends that appointments made under Section 10, Republic Act No. 180, are at the pleasure of the appointing power, temporary and discretionary in character, and have no fixed term.

HELD: The provisions of Section 10 mean that, upon the creation of a new municipality or political division, the elective officers thereof shall, unless otherwise provided, be chosen at the next regular election. Meanwhile, the President may in his discretion appoint to such elective offices suitable persons, or call a special election. If the President chooses to fill any vacancy by appointment, as he has done in this case, then the appointee shall hold office until the next regular election; his tenure shall not be merely temporary or in an acting capacity, but permanent until his successor is chosen at the next regular election.[26]

[25] Executive Order No. 623, Series of 1953, 49 O. G. p. 4231.
[26] Lacson v. Roque, 49 O. G. p. 93; Jover v. Borra, 49 O. G. p. 2765.

Even if the feelings of the inhabitants of the municipality be against the incumbent mayor, the President cannot remove a municipal mayor from office except for cause, in the manner prescribed by law. (*Cometa v. Andanar, G.R. No.* L-7662, July 31, 1954.)

REMEDIAL LAW

CIVIL PROCEDURE: TEST TO DETERMINE THE JURISDICTION OF A MUNICIPAL COURT; WHERE THE THREE CAUSES OF ACTION IN A COUNTERCLAIM AROSE FROM THREE DIFFERENT TRANSACTIONS, JURISDICTION IS DETERMINED BY THE AMOUNT OF EACH CAUSE OF ACTION AND NOT BY THE AGGREGATE AMOUNT OF THE SEVERAL CAUSES OF ACTION.

FACTS: The plaintiffs brought this action of forcible entry and detainer for the recovery of ₱2,000.00 as damages and ₱200.00 for attorney's fees. In their answer the defendants sought to recover a counterclaim of ₱3,500.00, divided into three causes of action as follows: first, for ₱2,000.00, representing the value of certain properties belonging to them and allegedly taken by the plaintiffs from their apartment; second, for ₱1,000.00, representing expenses incurred by the defendants from the falsity of facts alleged in the complaint; and third, for ₱500.00 as attorney's fees.

The Municipal Court of Manila rendered judgment ordering the defendants to vacate the apartment, but did not award the sums sought by both parties on the ground that the same were beyond its jurisdiction.[27] The defendants appealed to the Court of First Instance, setting up the counterclaim they had sought to recover in the Municipal Court. The plaintiffs moved for the dismissal of the counterclaim on the ground that the CFI had no jurisdiction to try and decide on appeal a counterclaim involving ₱3,500.00. The motion for

[27] As to the jurisdiction of Inferior Courts, see Sec. 88, Republic Act No. 296, as amended by Rep. Act No. 644.

dismissal was granted and from this order the defendants appealed.

The issue in this case is whether or not the counterclaim was within the jurisdiction of the Municipal Court and hence whether or not the CFI had appellate jurisdiction.

HELD: The order appealed from should be set aside; the counterclaim of the defendant may be deemed as coming within the jurisdiction of the Municipal Court.

In the case at bar, the three causes of action in the counterclaim arose from three transactions, one different from the other; jurisdiction therefore is determined by the amount of each cause of action and not by the aggregate amount of the several causes of action.

Where several claimants have separate and distinct demands against a defendant, which demands may be joined in a single suit, the claims cannot be added together to make up the required jurisdictional amount; each separate claim furnishes the test to determine jurisdiction.[28] This ruling applies with equal force to a counterclaim.

If a claim is composed of several amounts each distinct from the other, even if the total exceeds the jurisdiction of the Justice of the Peace Courts, each amount furnishes the test of jurisdiction.[29] (*Alicia Go et al. v. Alberto Go et al., G.R.* L-7020, June 30, 1954.)

CIVIL PROCEDURE: PROCEDURE IN INFERIOR COURTS; RULES OF COURT OTHER THAN SEC. 19, RULE 4, ARE APPLICABLE TO PROCEDURE IN INFERIOR COURTS; AN APPEAL FROM AN INFERIOR COURT MUST BE TAKEN WITHIN 15 DAYS FROM ACTUAL NOTICE OR RECEIPT OF COPY OF THE DECISION.

FACTS: On June 3, 1952, the spouses Julita Villareal and Jose Villareal instituted an action in the Municipal Court of Manila against defendant Juan Franco for the recovery of a sum of money, plus damages and costs. In due course, said

[28] A. Soriano y Compañía v. Gonzalez et al., 47 O. G. (12 Supp.) p. 156.

[29] Villaseñor v. Erlanger and Galinger, 19 Phil. 154.