96 Phil. 77

[G.R. No. L-5767. October 30, 1954]

THE TESTAMENT OF THE LATE PLACIDA MINA; CBISANTO UMIPIG, ET ALS., PETITIONERS. ATTY. JESUS Q. QUINTILLAN, CLAIMANT AND APPELLEE, VS. LAZARO DEGALA, GERMANA ESCOBAR, GREGORIO GUERZON, TEODORO FELIE, CRISTINA GUERZON, BOLONIA TAMAYO, LEONA LEONES, SIMONA MENDOZA, ISABEL DIRECTO, PLACIDA DIRECTO, ANDRES DIRECTO, PETRA DIRECTO, PAULA DIRECTO, AND CLARO QUEBRAL, OPPOSITORS AND APPELLANTS.

D E C I S I O N

BENGZON, J.:

This is an appeal from the order of the Court of First Instance of Ilocos Sur awarding to Jesus Quintillan the sum of P50,000 as attorney's fees payable by the estate of the late Placida Mina. After the death of said woman in July 1939, three separate proceedings were instituted to probate three different instruments alleged to be duly executed wills. The first was Civil Case No. 3685 filed by Dr. Eufemio Domingo; the second, Civil Case No. 3686 filed by Joaquin Escobar; and the third, this Case No. 3689 instituted by Crisan to Umipig, Marieta Quintillan, Roberto A. Desierto and Cecilia Reyes, who are four out of six trustees and children of trustees designated in the will of Placida Mina. The court found this third document to be the true testament of the deceased.

These trustees successfully opposed the probate of the first two documents alleged to be wills in the two previous cases Nos. 3685 and 3686. They were represented in all the three cases by Attorney Jesus Quintillan pursuant to their contract Annex A-l reading as follows:

> "We, Roberto A. Desierto, Cecilia Reyes, Crisanto Umipig and Marieta F. Quintillan, declare the fact that because we

> desire to oppose the probate of the will sought to be probated by Dr, Eufemio Domingo, and the will sought to be probated by Mr. Joaquin Escobar, who claim that such testaments they are respectively presenting are the true wills of the late Dona Placida Mina, and because the will we desire to be probated is the true will of the late Dona Placida Mina dated the year 1927, we made an agreement with Atty. J. Q. Quintillan that he be our lawyer in all said cases and we promise him that if he can succeed in not allowing the wills presented by said Dr. Eufemio Domingo and Mr. Joaquin Escobar to probate, and in obtaining the probate of the will of Dona Placida Mina dated the year 1927, we will give to the said Atty. J. Q. Quintillan as his fees 30 per cent of the entire estate left by the deceased Placida Mina, and it was agreed that the said attorney shall be responsible for all necessary expenses in these cases. In the event that no result shall be obtained in his attending us in said cases, we shall not be under any obligation to him for expenses incurred by him and for his attorney's fees."

Having performed his part and obtained the probate of the will, Attorney Quintillan submitted his claim for professional services in this expediente. He requested payment of P150,000 (30 per cent) asserting that the entire estate of Placida Mina actually was worth more than half-a-million pesos.

Leona Leones and Cipriano Alcantara, two other trustees of the authentic will, opposed the request. Attorney Antonio Directo for the heirs, likewise objected. Subsequently, however, all the heirs and parties interested in the estate subscribed to a stipulation, the pertinent part of which read:

> "(*g*) That the parties recognize that Atty. Jesus Q. Quintillan is entitled to certain attorney's fees for services rendered in the testamentary proceedings of Placida Mina and for other services rendered for which he filed a claim thereof, but it is understood that the court shall decide the reasonableness of such

> attorney's fees and whatever sum the court will adjudicate the same shall constitute a charge as expenses of administration in the testamentary proceedings of Placida Mina, Civil Case No. 3689, and the Intestate Estate of Placida Mina, Civil Case No. 3945, both of the Court of First Instance of Ilocos Sur."

Pursuant to said stipulation the court proceed to determine the reasonable amount payable to Atty. Quintillan, adjudging to him the sum "of P50,000 as his attorney's fees, and the Court orders that the part of this amount that has not yet been collected by Atty. Quintillan be paid to him. by the estate of the late Placida Mina, said amount to constitute a charge as expenses of administration in the testamentary proceedings."

The heirs appealed directly to this Court. Their brief assigns several errors in support of their two principal contentions, to wit, (a) the lower court lacked jurisdiction to make the award because the claim had not been presented in time and (b) the reasonable compensation should be around P7,000 only. Inasmuch as the amount involved does not exceed P50,000 this appeal would not be properly here, except for the jurisdictional issue tendered by appellants. They point out that the court's directive requiring all money claims against the deceased Placida Mina to be submitted within six months was published July 3, 1950 and the period expired January 3,1951. They argue that Quintillan's claim having been filed April 21, 1951, was belated and the court had no jurisdiction to act thereon. They invoke section 5 of Rule 87 partly providing as follows:

> "All claims for money against the decedent arising from contract, express or implied, whether the same be due, or contingent, all claims for funeral expenses and expenses for the last sickness of the decedent, and judgment for money against the decedent must be filed within the time limited in the notice *or otherwise they are barred forever.*" (Italics by appellants.)

Upon careful examination we find their argument to have no juridical basis. The section refers obviously to claims "against the decedent arising from contract" with her. It applies to demands "which are proper against the decedent, that is, claims upon a liability contracted by the decedent before his death" * * * "except funeral expenses" etc.[1]

Anyway the judge may, in his discretion, permit a creditor to prove his claim—*even after* the expiration of the period originally fixed. (Section 2, Rule 87).

Furthermore, all the parties interested in this litigation covenanted on October 16, 1951 after the expiration of the period—to submit Atty, Quintillan's claim to the court's decision so that *reasonable attorney's* fees may be fixed, chargeable as expense of administration. Hence the appellants may not be heard to complain that the court rendered the award and practically extended the time for presentation of the attorneys claim.

In connection with appellants' second contention,

"The records of the case and the evidence adduced"—says the trial judge—"show that said Atty. Quintillan rendered professional services as counsel for the petitioner in the petition for probate of the will of the late Placida Mina, in the present case, Civil Case No. 3689; said Atty. Quintillan rendered his professional services as counsel for said petitioners in their opposition to the petition of one Dr. Eufemio Domingo (Civil Case No. 3689) for the probate of another supposed will of said Placida Mina and also in the petition of Joaquin Escobar (Civil Case No. 3689) for the probate of another supposed will of said late Placida Mina. The supposed will in said Civil Case No. 3685 was denied probate on appeal by the Court of Appeals and the petition of Joaquin Escobar in Civil Case No. 3686 was dismissed at the instance of the petitioner.

"The will in the present case, No. 3689, was allowed to probate in this Court, and on appeal, the Court of Appeals affirmed the decision appealed from.

"In sum, the claimant Atty. Jesus C. Quintillan, as counsel in the three above mentioned civil cases, obtained favorable decisions. Aside from his services in those three cases, the claimant also rendered services for the benefit of the estate of the deceased Placida Mina. He defended the validity of the provisions of the probated will in Civil Case No. 303 of this Court, for although the claimant lost his case in this Court, he appealed and succeeded in securing the dismissal of the petition for declaratory judgment by the Supreme Court."

To determine the compensation for legal services, courts in this jurisdiction take into account, in the absence of contract, several factors, namely, "(1) amount and character of the services rendered; (2) labor, time, and trouble involved; (3) nature and importance of the litigation or business in which the services were rendered; (4) responsibility imposed; (5) amount of money or value of the property affected by the controversy, or involved in the employment; (6) skill and experience called for in the performance of the services; (7) professional character and social standing of the attorney; (8) results secured; (9) whether or not the fee is absolute or contingent, it being a recognized rule that an attorney may properly charge a much larger fee when it is to be contingent than when it is not[2]."

These are generally questions of fact, which in this instance should be left mostly to the trial judge, since the heirs' appeal direct to this court is logically confined to questions of law. At any rate, no material circumstance has been shown to justify a declaration that the amount awarded was excessive, having in mind the principles and a practice where counsel is engaged on the basis of *quantum meruit* or contingent fees.

It is to be observed that an absolute majority of the trustees of the will (four) agreed in Exhibit A-l to give the appellee 30 per cent of the entire estate valued at P500,000 and more[3]." Although such contract has not been submitted to the court for approval[4], still it could be a proper element to reckon. At least in one case, an agreement whereby attorneys were promised compensation equal to 2/6 of the hereditary estate if they succeeded in impugning a will, was declared not to be excessive or unreasonable[5].

The allowance of counsel fees in probate proceedings "rests largely in the sound discretion of the court, which should not be interfered with except for manifest abuse, but it may be modified by the reviewing court when the fee allowed is inadequate or excessive[6]."

Premises considered, the appealed order should be, and is hereby affirmed, with costs.

Paras, C. J., Pablo, Montemayor, Reyes, A., Jugo, Bautista Angelo, Concepcion, and *Reyes, J. B. L., JJ.,* concur.

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[1] See Moran, Comments Rules of Court, 1952 Ed. Vol. 2, p. 429.

[2] Haussermann *vs*. Kahmeyer,
12 Phil., 350; Delgado vs. De la Eama, 43 Phil., 419; Panis *vs*. Yangco,
52 Phil., 499; Guzman *vs*. Visayan Kapid Transit Co., 39 Off. Gaz., 532;
Perez *vs*. Scottish Union & National Insurance Co., 76 Phil., 320;
Moran's, Vol. III, pp. 687-688, 1952 Ed.

[3] And the other two who failed to appeal, impliedly agree to the amount awarded.

[4] C.J. Vol. 65 pp. 644, 718, 719.

[5] Quitriano *vs*. Centeno, 59 Phil., 646.

[6] C.J. Vol. 48 pp. 2122-2223

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