

### Title:

R. Marino Corpus vs. Court of Appeals and Juan T. David

### Facts:

R. Marino Corpus was charged administratively by several employees of the Central Bank's Export Department. Represented by Atty. Rosauro Alvarez, he was suspended from office pending investigation. Although the charges were found meritless, the Monetary Board declared him resigned, leading to Corpus challenging this in court with Alvarez's assistance. The case was dismissed for failure to exhaust administrative remedies.

Juan T. David, prompted by a conversation with Corpus's father, reviewed the case upon Corpus's request, despite initial reluctance, agreeing under the condition of collaborating with Alvarez. David filed motions for reconsideration and a substantial appeal brief before the Supreme Court, which ultimately led to the reversal of the dismissal and remand for further proceedings. After this success, Corpus offered David a P2,000 check for his services, which David returned, citing the meaningful relationship and stating a final favorable decision could lead to compensation.

The trial court favored Corpus, ordering his reinstatement and back salaries. David, not receiving agreed fees, demanded compensation tied to the recovered back salaries. Corpus's counter was far less than David's demand, arguing services were offered freely. The disagreement moved to legal action for fee recovery. The lower court ordered Corpus to pay David P30,000 for professional services, which both parties appealed. The Court of Appeals affirmed this decision, leading to the Supreme Court review.

### Issues:

1. Whether there was an implied agreement for payment of attorney's fees between Corpus and David.
2. The applicability and implications of the principle "no one shall unjustly enrich himself at the expense of another" in determining attorney's fees.
3. The appropriateness of the amount set for attorney's fees by the lower courts.
4. Whether the acts of David and Judge Tecson constituted contempt of court.

### Court's Decision:

1. **\*\*Implied Agreement:\*\*** The Supreme Court found merit in David's claim of an implied agreement to pay attorney's fees, as evidenced by their interactions and the initial payment offer by Corpus.

2. **Unjust Enrichment:** The Court justified the payment of attorney's fees to David based on the principle that no one shall unjustly enrich himself at the expense of another, recognizing the services provided by David.
3. **Amount of Attorney's Fees:** Despite David's request for 50% of the back salaries, the Court deemed P20,000 as reasonable compensation considering the services rendered in relation to both David and Alvarez's contributions.
4. **Contempt of Court:** The actions of David and Judge Tecson in seeking execution of the lower court's decision while the appeal was pending were deemed contemptuous.

### ### Doctrine:

- The principle of "no one shall unjustly enrich himself at the expense of another" is applicable in determining reasonable attorney's fees even in the absence of an express contract.
- Parties maintaining a relationship of mutual trust and confiding legal matters can give rise to an implied agreement for compensation for legal services rendered.

### ### Class Notes:

1. **Implied Contracts in Legal Services:** The absence of a formal agreement does not negate compensation for legal services if an implicit understanding or mutual benefits are evidenced.
2. **No Unjust Enrichment:** Legal professionals are entitled to reasonable compensation for their services to prevent unjust enrichment of the party benefitting from these services.
3. **Quantum Meruit:** In the absence of a specific agreement on attorney's fees, the principle of quantum meruit applies, allowing courts to determine reasonable compensation based on the extent and value of the services rendered.
4. **Contempt of Court:** Filing motions that disrespect or disregard the authority and proceedings of appellate courts, including the Supreme Court, can be sanctioned as contempt of court.

### ### Historical Background:

The case underscores the legal profession's complexities, emphasizing the importance of explicit agreements for compensation and the judiciary's role in resolving disputes over professional fees. It also reflects on the judiciary's mechanism in disciplining actions that undermine its proceedings and authority.