

TESTATE ESTATE OF AMADEO MATUTE OLAVE, CELESTINO ALONSO, ADMINISTRATOR, IN RE: INCIDENT ON THE RETAINING LIEN OF ATTY. ANTONIO ENRILE INTON, OPPOSITOR AND APPELLANT, VS. JULIAN ...

G.R. No. L-21287. August 31, 1966

Ponente: BARRERA, J.

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BARRERA, J.:

This is one of the many incidents of Special Proceeding No. 25876 (Testate Estate of Amadeo Matute Olave) still pending final termination in the Court of First Instance of Manila.

On January 3, 1963, Julian Villanueva Matute, as newly-appointed co-administrator of the Testate Estate of Amadeo Matute Olave, filed a motion with the probate court, praying that Atty. Antonio Enrile Inton be ordered to surrender and deliver to him (movant) all certificates of title, plans, documents, and papers belonging to the Estate and which were in the possession of said lawyer, in order that they may be kept in the office of the Estate in Davao City and be ready for inspection should the management of the properties require it. This motion was opposed by Atty. Antonio Enrile Inton, who alleged that he was the counsel for the Estate and the former administrator, Celestino Alonzo; that for said legal services, he filed with the probate court on October 10, 1962, a claim for payment of his lawful fees from November 26, 1958 to October 26, 1962, [1] at the rate of P1,200.00 a month or a total of P72,500.00, excluding the compensation for handling the defense against various claims filed in the testate proceeding, which should be on quantum meruit basis; that he came into possession of 20 certificates of title [2] in the course of his work as counsel for the Estate and the former administrator. Oppositor, therefore, contended that until his claim for attorneys' fees is settled, he will be exercising a retaining lien over the aforesaid documents belonging to the Estate. After the issues were joined, the court a quo by order of January 7, 1963, granted the motion of the co-administrator and ordered Atty. Enrile Inton to deliver the 19 documents listed in the Opposition and admitted by the latter to belong to the Estate. Atty. Enrile Inton filed the present appeal, which calls only for the determination of whether or not he has the right to retain the titles and documents in question, until his claim for attorneys' fees is finally settled.

Section 37 of Rule 138 of the Revised Rules of Court provides:

"SEC. 37. Attorneys' liens.-- An attorney shall have a lien upon the funds, documents and papers of his client which have lawfully come into his possession and may retain the same until his lawful fees and disbursements have been paid, x x x."

Thereunder, there is no question that a lawyer has a retaining lien upon the funds, documents and papers of his client that may have come lawfully into his possession, until his lawful fees are duly paid.

In the present case, it is not disputed that appellant was commissioned to render, as in fact he did render, legal services to the former administrator of the Estate, Celestino Alonzo. Thus, said administrator certified:

"SEPAN TODOS POR LA PRESENTE:

"Sirvase tomar nota que efectivo el dia 15 de Noviembre de 1958 he nombrado el Abogado Sr. Antonio Enrile Inton como mi unico abogado por el Administrador en Davao de Amadeo Matute Olave, para representarme en el procedimiento y demas otros litigios, en donde la Testamentaria Amadeo Matute Olave se concierne. x x x."

It is clear therefrom that appellant was appointed by Alonzo as his lawyer, to represent him in all suits affecting the Estate under his trust. This appointment, however, was not in pursuance to any court order, nor was it approved by the probate court. It was an act personal to the administrator. The creation of the professional relationship between appellant and the administrator did not, therefore, make the Estate also a client of the said lawyer.

And, it may be stated in this connection, that for legal services rendered to the administrator, the estate under administration cannot be directly held liable for payment of the corresponding attorneys' fees. In the case of *Uy Tioco v. Imperial and Panis*, [3] this Court ruled thus:

"x x x The services for which fees are claimed are supposed to have been rendered to the executor or administrator to assist him in the execution of his trust. The attorney can therefore not hold the estate directly liable for his fees; such fees are allowed to the executor or administrator and not to the attorney. The liability for the payment rests on the executor or administrator, but if the fees paid are beneficial to the estate and reasonable, he is entitled to reimbursement from the estate. Such payments should be included in his accounts and the reimbursement therefor settled upon the notice prescribed in section 682 of the Code of Civil Procedure. [4] (See *Church on Probate Law and Practice*, pp. 1570-1588 and authorities there cited; *Woerner on the American Law of Administration*, 2d ed., sections 515 and 516.)"

It follows as a necessary consequence that the lawyer for the administrator or executor cannot claim to have a retaining lien over any funds, papers, or documents belonging to the Estate, even if these properties may have come into his possession in the course of his work as such counsel for the administrator.

WHEREFORE, the order appealed from is hereby affirmed, with costs against the appellant.

SO ORDERED.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Ruiz Castro, JJ., concur.

[1] Date when administrator Celestino Alonzo was removed from such office by order of the probate court.

[2] Of these titles, Oppositor claims that one does not belong to the Estate.

[3] 53 Phil. 803, cited with approval in *Albino v. Borromeo*, G.R. No. L-19722, Feb. 28, 1966.

[4] Now Section 10, Rule 85, Revised Rules of Court.

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