

**TRUSTEESHIP OF THE MINORS BENIGNO, ANGELA AND ANTONIO,
ALL SURNAMED PEREZ Y TUASON; PHILIPPINE NATIONAL BANK,
JUDICIAL GUARDIAN, J. ANTONIO ARANETA, TRUSTEE AND
APPELLEE, VS. AN...**

G. R. No. L-16187. April 30, 1963

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

The trustee has filed in due time a motion for clarification of this Court's decision of 27 February 1963, in the sense that the same be declared to refer only to the future attorney's fees that may be claimed by the trustee from time to time. The guardian, Antonio Perez, has filed an opposition thereto.

From the record, it appears that the fees of the trustee for the administration of the trust estate were the object of a compromise between the parties, in Special Proceedings No. Q-73 of the Court of First Instance of Rizal (Quezon City Branch), to the effect that the measure of such fees would be the one adopted in Special Proceedings No. Q-74 of the same court, and that said compromise was approved by the court of first instance in its order of 5 December 1955, which was affirmed by this court on 15 May 1958 (R. G. L-11788) said decision of this court having become final long ago.

It appears further that in Special Proceedings No. Q-74 of the Court of First Instance of Rizal (Quezon City Branch) referred to in the compromise agreement, the trustee was allowed to receive for his services 10% of the total rents collected, and 5% of the sales of properties of the trust estate; and that, as a matter of fact, since the finality of this court's decision in R. G. No. L-11788, the guardian has agreed that such trustee's fees be deducted "from the bank deposits resulting from sales".

Considering that the compromise, approved by final orders of the court, has the force of *res judicata* between the parties, and can not, and should not, be disturbed except for vices of consent or forgery (Article 2038, Civil Code of the Philippines), which have not been shown to exist, it being the obvious purpose of such compromise to settle, once and for all, the measure of compensation of the trustee for the management of the trust estate, and bar all future disputes and controversies thereon;

Considering that, contrary to the guardian's claim, the ruling on attorney's fees of the trustee in our decision G. R. No. L-16185, promulgated on 31 May 1962, does not constitute *res judicata* on succeeding claims for attorney's fees in Connection with services rendered as counsel on other occasions, because, as pointed out in our main decision, the amount of attorney's fees varies in each case by reason of the surrounding circumstances;

Therefore, the Court resolves that nothing in the decision of 27 February 1963 should be understood as in anyway affecting, or modifying, the binding effect of the compromise and settlement on the amount of the trustee's management fees agreed between the parties and set forth in the order of December 1955, issued in Special Proceedings Q-73 of the Court of First Instance of Rizal (Quezon City Branch), and affirmed by this court in Case

R. G. No. L-11788.

Bengzon, C.J., Bautista Angelo, Labrador, Concepcion, Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

Padilla, J.; took no part.

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