

**ANDRES JAYME, PLAINTIFF AND APPELLEE, VS. BUALAN ET AL.,
DEFENDANTS AND APPELLANTS.***G.R. No. L-37386. September 19, 1933*

Ponente: MALCOLM, J.

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This case furnishes eloquent proof of how clients, in this instance ignorant Bagobos, can be passed on from lawyer to lawyer in a seemingly endless treadmill of litigation without ever reaching finality and a vindication of legal rights. The particular judgment appealed from by the Bagobos purported to award their former attorney P15,000 for professional services.

In 1921, Bagobo Bualan and companions secured Attorneys Juan A. Sarenas and Domingo Braganza to represent them in a case against one Ciriaco Lizada for the possession of land. The action was successfully maintained in the Court of First Instance and in the Supreme Court.[1] Nevertheless the attorneys appear to have taken over control of the land presumably to protect their attorney's fees. In view of this situation Bagobo Bualan and others engaged the services of Attorney Andres Jayme to institute another action to recover possession of their land and confirmed this in writing. Issues were joined, but an amicable settlement was entered into by Attorney Jayme and Attorneys Sarenas and Braganza, whereby the Bagobos were to be given the land, they to pay to Attorneys Sarenas and Braganza the sum of P6,000, and this agreement was judicially confirmed. In this connection it should be stated that the amount of P6,000 was apparently received from Japanese tenants to cancel the indebtedness of Attorneys Sarenas and Braganza, but for reasons known to the attorney for the Bagobos, the major part of this money went into his pocket instead, thus necessitating the execution of a mortgage in order to cancel this claim. As a matter of fact, Attorney Jayme received P1,270 as proved by the receipt Exhibit 3 and P5,750 as proved by the receipt Exhibit 4, or a total of P7,020. About the same time, Bagobo Bualan signed by a mark a promissory note in the amount of P15,000 in favor of Attorney Jayme. As related to the foregoing facts, it is the contention of the appellants that the services of the attorney are only worth P1,270 which he had received, and that he should be ordered to return to them the sum of P5,750 which he secured as a loan and not in payment of his fees.

The relationship of attorney and client is here evidenced by a written contract for services which, in accordance with section 29 of the Code of Civil Procedure, should ordinarily control the amount of the recovery by the lawyer if found by the courts not to be unconscionable or unreasonable. With an attorney as one party to a contract stipulating the amount of the compensation he is to receive, and a client of ordinary intelligence and business acumen as the other party agreeing to this amount, the courts should give effect to the contract and if the attorney has performed the task assigned to him, should determine his compensation on the basis of the contract. But the situation is not the same when on one side there is an attorney with professional knowledge of his rights and of the technicalities of the law and on the other side an ignorant non-Christian of whose rights the law takes tender care. In this instance, to do justice to Attorney Jayme, it should be explained that he does not rely entirely on the contract between him and the Bagobos, but is considerate enough to ask for the valuation of his services on the

basis of quantum meruit.

The elements to be considered in fixing a reasonable compensation for the services rendered by a lawyer are generally: (1) The importance of the subject matter of the controversy, (2) the extent of the services rendered, and (3) the professional standing of the lawyer. (Code of Civil Procedure, sec. 29; Code of Legal Ethics, Canon No. 12; *Delgado vs. De la Rama* [1922], 43 Phil., 419.) Speaking to these elements, there is evident a wide difference of opinion as to the value of the property involved in the case which Attorney Jayme handled, the attorney claiming that it is worth P200,000 and this being the finding of the trial judge, and the appellants claiming that the land is worth something like P30,000. All facts considered, probably a happy medium, or approximately P100,000, would be a fair approximation of the total value of the land and its improvements. As to the services rendered by Attorney Jayme, they consisted in drafting and filing a complaint and bringing the suit to an amicable conclusion and in drafting and acknowledging a mortgage, although this latter document may have been unnecessary. Finally, except that it was alleged in the complaint and not denied that Attorney Jayme has exercised the duties of his profession since 1908, and is an attorney with sufficient business to be known to the courts, we have no other data like expert testimony to go on. All elements considered, and it being admitted that the attorney has already received P7,020, although the proper application of P5,750 is challenged by appellants, we think that Attorney Jayme has been sufficiently compensated by the receipt of these P7,020, and that the Bagobos should not be made to pay anything more. Before concluding, may we be permitted to express the hope that present counsel for the Bagobos, Messrs. Reta and Quimpo, will not follow in the devious path of their predecessors, necessitating further litigation to settle their fees, and that as counselled in the Code of Legal Ethics, "in fixing fees it should never be forgotten that the profession is a branch of the administration of justice and not a mere money-making trade."

In consonance with the foregoing pronouncements, the judgment of the trial court will be reversed, and the plaintiff will take nothing on his complaint and the defendants will take nothing on their counterclaim, neither party to recover costs from the other. So ordered.

Villa-Real, Abad Santos, Hull, and Imperial, JJ., concur.

[1] G. R. No. 19072. *Amad vs. Lizada*, promulgated December 22, 1922, not reported.

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