

## **R. MARINO CORPUS, PETITIONER, VS. COURT OF APPEALS AND JUAN T. DAVID, RESPONDENTS.**

*G.R. No. L-40424. June 30, 1980*

Ponente: MAKASIAR, J.

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### **MAKASIAR, J.:**

This is a petition for review on certiorari of the decision of the Court of Appeals promulgated on February 14, 1975 in CA-G.R. No. 40583-R, affirming the decision of the Court of Instance of Manila, Branch V, dated September 4, 1967, in Civil Case No. 61802 entitled "Juan T. David, plaintiff, versus R. Marino Corpus, defendant", for the recovery of attorney's fees for professional services rendered by the plaintiff, private respondent herein, to the defendant, petitioner herein.

### **A**

Having been close friends, aside from being both members of the Civil Liberties Union, petitioner Corpus intimately calls respondent David by his nickname "Juaning" and the latter addresses the former simply as "Marino".

The factual setting of this case is stated in the decision of the lower court, thus:

"It appears that in March, 1958, the defendant was charged administratively by several employee of the Central Bank Export Department of which the defendant is the director. The defendant was represented by Atty. Rosauro Alvarez. Pending the investigation and effective March 18, 1958, he defendant was suspended from office. After the investigating committee found the administrative charges to be without merit, and subsequently recommended the immediate reinstatement of the defendant, the then Governor of Central Bank, Miguel Cuaderno, Sr., recommended that the defendant be considered resigned on the ground that he had lost confidence in him. The Monetary Board, by a resolution of July 20, 1959, declared the defendant as resigned as of the date of suspension.

"On August 18, 1959, the defendant, thru Atty. Alvarez, filed with the Court of First Instance of Manila a petition for certiorari, mandamus and quo warranto with preliminary mandatory injunction and damages against Miguel Cuaderno, Sr., the Central Bank and Mario Marcos who was appointed to the position of the defendant, said case having been docketed as Civil Case No. 41226 and assigned to Branch VII presided over by Judge Gregorio T. Lantin. On September 7, 1959, the respondent filed a motion to dismiss the petition, alleging among other grounds, the failure of the defendant to exhaust available administrative remedies (Exh. X). On September 25, 1959, the defendant, thru Atty. Alvarez, filed his opposition to the said motion. On March 17, 1960, during the course of the presentation of the evidence for the petition for a writ of preliminary mandatory injunction, Atty. Alvarez manifested that the defendant was abandoning his prayer for a writ of preliminary mandatory injunction, and asked for a ruling on the motion to dismiss. On June 14, 1960, Judge Lantin dismissed Civil Case No. 41226 for failure to exhaust the administrative remedies available to the herein defendant.

"On June 24, 1960, Atty. Alvarez received a copy of the order of dismissal. It was at this stage that the plaintiff

entered into the case under circumstances about which the parties herein have given divergent versions.

"According to the plaintiff, six or seven days prior to the expiration of the period for appeal from the order of dismissal, he chanced to meet the late Rafael Corpus, father of the defendant, at the Taza de Oro coffee shop. After they talked about the defendant's having lost his case before Judge Lantin, and knowing that the plaintiff and the defendant were both members of the Civil Liberties Union, Rafael Corpus requested the plaintiff to go over the case and further said that he would send his son, the herein defendant, to the plaintiff to find out what could be done about the case. The defendant called up the plaintiff the following morning for an appointment, and the plaintiff agreed to see him in the latter's office. At said conference, the defendant requested the plaintiff to handle the case because Atty. Alvarez had already been disenchanted and wanted to give up the case. Although at first reluctant to handle the case, the plaintiff finally agreed on condition that he and Atty. Alvarez would collaborate in the case.

"The defendant's version of how the plaintiff came into the case is as follows:

"After the order of dismissal issued by Judge Lantin was published in the newspapers, the plaintiff sought a conference with the defendant at Taza de Oro, but the defendant told him that he would rather meet the plaintiff at the Swiss Inn. Even before the case was dismissed the plaintiff had shown interest in the same by being present during the hearings of said case in the sala of Judge Lantin. When the plaintiff and the defendant met at the Swiss Inn, the plaintiff handed the defendant a memorandum prepared by him on how he can secure the reversal of the order of dismissal by means of a formula stated in said memorandum. During the said occasion the plaintiff scribbled some notes on a paper napkin (Exhibit 19). On June 28, 1960, the defendant wrote the plaintiff, sending with it a copy of the order of Judge Lantin dated June 14, 1960 (Exhibit S). Inasmuch as said letter, Exhibit S, already mentions the 'memorandum' of the plaintiff, the defendant contends that it was not six or seven days prior to the expiration of the period of appeal (which should be on or about July 2 or 3, 1960) but on a date even earlier than June 28, 1960 that the plaintiff and the defendant met together to discuss the latter's case.

"Laying aside for the moment the true circumstances under which the plaintiff started rendering professional services to the defendant, the undisputed evidence shows that on July 7, 1960, the plaintiff filed a motion for reconsideration of the order of dismissal under the joint signatures of the plaintiff and Atty. Alvarez (Exhibit B). The plaintiff argued the said motion during the hearing thereof. On August 8, 1960, he filed a 13-page 'Memorandum of Authorities' in support of said motion for reconsideration (Exhibit C). A 3-page supplemental memorandum of authorities was filed by the plaintiff on September 6, 1960 (Exhibit D).

"On November 15, 1960, Judge Lantin denied the motion for reconsideration. On November 19, 1960, the plaintiff perfected the appeal from the order of dismissal dated June 14, 1960. For purposes of said appeal, the plaintiff prepared a 232-page brief and submitted the same before the Supreme Court in Baguio City on April 20, 1961. The plaintiff was the one who orally argued the case before the Supreme Court. In connection with the trip to Baguio for the said oral argument, the plaintiff used his car which broke down and necessitated extensive repairs paid for by the plaintiff himself.

"On March 30, 1962, the Supreme Court promulgated its decision reversing the order of dismissal and remanding the case for further proceedings. On April 18, 1962, after the promulgation of the decision of the Supreme Court reversing the dismissal of the case, the defendant wrote the plaintiff the following letter, Exhibit 'Q':

'x x x x

'Dear Juaning:

'Will you please accept the attached check in the amount of TWO THOUSAND (P2,000.00) PESOS for legal services in the handling of L-17860 recently decided by the Supreme Court? I wish I could give more but as you know we were banking on a SC decision reinstating me and reimbursing my back-salaries. I had been

wanting to offer some token of my appreciation of your legal fight for and in my behalf; and it was only last week that I received something on account of a pending claim.

'Looking forward to a continuation of the case in the lower court, I remain

'Sincerely yours,

Illegible'

x x x x x

"In a reply letter dated April 25, 1962, the plaintiff returned the check, explaining said act as follows:

'April 25, 1962

'My dear Marino:

'Yesterday, I received your letter of April 18th with its enclosure. I wish to thank you for your kind thoughts, however, please don't take offense if I have to return the check. I will explain.

'When I decided to render professional services in your case, I was motivated by the value to me of the very intimate relations which you and I have enjoyed during the past many many years. It was not, primarily, for a professional fee.

'Although we were not fortunate to have obtained a decision in your case which should have put an end to it. I feel that we have reason to be jubilant over the outcomes, because, the final favorable outcome of the case seems certain, irrespective of the length of time required to terminate the same.

'Your appreciation of the efforts I have invested in your case is enough compensation therefor, however, when you shall have obtained a decision which would have finally resolved the case in your favor, remembering me then will make me happy. In the meantime, you will make me happier by just keeping the check.

'Sincerely yours,

JUANING'

x x x x x

"When the case was remanded for further proceedings before Judge Lantin, the evidence for the defendant was presented by Atty. 'Alvarez with the plaintiff cooperating in the same.' On June 24, 1963, Judge Lantin rendered his decision in favor of the defendant, declaring illegal the resolution of the Monetary Board of July 20, 1959, and ordering the defendant's reinstatement and the payment of his back salaries and allowances. The respondents in said Civil Case No. 41226 filed a motion for reconsideration which was opposed by the herein plaintiff. The said decision was appealed by the respondents, as well as by the herein defendant with respect to the award of P5,000.00 attorney's fees. The plaintiff prepared two briefs for submission to the Court of Appeals, one as appellee (Exhibit H) and the other as appellant (Exhibit H-1). The Court of Appeals, however, certified the case to the Supreme Court in 1964.

"On March 31, 1965, the Supreme Court rendered a decision affirming the judgment of the Court of First Instance of Manila.

"On April 19, 1965, the plaintiff's law office made a formal demand upon the defendant for collection of 50% of the amount recovered by the defendant as back salaries and other emoluments from the Central Bank (Exhibit N). This letter was written after the defendant failed to appear at an appointment with the plaintiff so that they could go together to the Central Bank to claim the possession of the office to which the defendant was reinstated and

after a confrontation in the office of the plaintiff wherein the plaintiff was demanding 50% of the back salaries and other emoluments amounting to P203,000.00 recoverable by the defendant. The defendant demurred to this demand inasmuch as he had plenty of outstanding obligations and that his tax liability for paid back salaries was around P90,000.00, and that he expected to net only around P10,000.00 after deducting all expenses and taxes.

"On the same date, April 19, 1965 the plaintiff wrote the Governor of Central Bank requesting that the amount representing the back salaries of the defendant be made out in two checks, one in favor of the defendant and the other representing the professional fees equivalent to 50% of the said back salaries being claimed by the plaintiff (Exhibit 8). Failing to obtain the desired relief from the Central Bank, the plaintiff instituted this action before this Court on July 20, 1965" (*italics supplied*).

As therein defendant, herein petitioner Marino Corpus filed on August 5, 1965 an answer with counter-claim. On August 30, 1965, private respondent Atty. Juan T. David, plaintiff therein, filed a reply with answer to the counterclaim of petitioner.

After due trial, the lower court rendered judgment on September 4, 1967, the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered, ordering the defendant to pay plaintiff the sum of P30,000.00 in the concept of professional fees, and to pay the costs" (pp. 112-113, CA Record on Appeal, p. 54, rec.).

After receipt on September 7, 1967 of a copy of the aforequoted judgment, petitioner Marino Corpus, defendant therein, filed on October 7, 1967 a notice of appeal from said judgment to the Court of Appeals. In his appeal, he alleged that the lower court erred:

- "1. In not holding that the plaintiff's professional services were offered and rendered gratuitously;
- "2. Assuming that plaintiff is entitled to compensation - in holding that he was entitled to attorney's fees in the amount of P30,000.00 when at most he would be entitled to only P2,500.00;
- "3. In not dismissing plaintiff's complaint; and
- "4. In not awarding damages and attorney's fees to the defendant" (p. 2, CA Decision, p. 26, rec.).

Likewise, private respondent Atty. Juan T. David, plaintiff therein, appealed to the Court of Appeals on October 9, 1967 assigning one error, to wit:

"The lower court erred in ordering the defendant to pay the plaintiff only the sum of P30,000.00 in the concept of attorney's fees" (p. 1, CA Decision, p. 25, rec.).

On February 14, 1975, respondent Court of Appeals promulgated its decision affirming in toto the decision of the lower court, with costs against petitioner Marino Corpus (Annex A, Petition for Certiorari, p. 25, rec.).

Hence, the instant petition for review on certiorari, petitioner contending that the respondent Court of Appeals erred in finding that petitioner accepted private respondent's services "with the understanding of both that he (private respondent) was to be compensated" in money; and that the fee of private respondent was contingent (pp. 3 & 5, Petition, for Certiorari, pp. 17 & 19, rec.).

On October 1, 1975, the case was deemed submitted for decision (p. 177, rec.), after the parties filed their respective memoranda.

## B

On January 31, 1978, private respondent Atty. Juan T. David filed a petition to remand the case to the court a quo for execution of the latter's decision in Civil Case No. 61802, dated September 4, 1967, alleging that said decision is already deemed affirmed pursuant to Section 11(2), Article X of the New Constitution by reason of the failure of this Tribunal to decide the case within 18 months. Then on July 7, 1978, another petition to remand the case to the lower court for execution was filed by herein private respondent.

Subsequently, private respondent Atty. Juan T. David filed with the court a quo a motion dated September 13, 1978 for the issuance of a writ of execution of the lower court's decision in the aforesaid civil case, also invoking Section 11(2), Article X of the 1973 Constitution. In an order dated September 19, 1978, the lower court, through Judge Jose H. Tecson, directed the issuance of a writ of execution. The writ of execution was issued on October 2, 1978 and a notice of garnishment was also issued on October 13, 1978 to garnish the bank deposits of herein petitioner Marino Corpus in the Commercial Bank and Trust Company, Makati Branch.

It appears that on October 13, 1978, herein petitioner filed a motion for reconsideration of the September 19, 1978 order. Private respondent Atty. Juan T. David filed on October 19, 1978 an opposition to said motion and herein petitioner filed a reply on October 30, 1978. The lower court denied said motion for reconsideration in its order dated November 7, 1978.

It appears also that in a letter dated October 18, 1978, herein petitioner Marino Corpus requested this Court to inquire into what appears to be an irregularity in the issuance of the aforesaid garnishment notice to the Commercial Bank and Trust Company, by virtue of which his bank deposits were garnished and he was prevented from making withdrawals from his bank account.

In OUR resolution of November 3, 1978, WE required private respondent Atty. Juan T. David and the Commercial Bank and Trust Company to comment on petitioner's letter, and for the bank to explain why it did not honor petitioner's withdrawals from his bank deposits when no garnishment order has been issued by the Supreme Court. This Court further inquired from the lower court whether it has issued any garnishment order during the pendency of the present case.

On November 27, 1978, the Commercial Bank and Trust Company filed its comment which was noted in the Court's resolution of December 4, 1978. In said resolution, the Court also required Judge Jose H. Tecson to comply with the resolution of November 3, 1978, inquiring as to whether he had issued any garnishment order, and to explain why a writ of execution was issued despite the pendency of the present case before the Supreme Court.

Further, WE required private respondent Atty. Juan T. David to explain his failure to file his comment, and to file the same as directed by the resolution of the Court dated November 3, 1978. Private respondent's compliance came on December 13, 1978, requesting to be excused from the filing of his comment because herein petitioner's letter was unverified. Judge Tecson's compliance was filed on December 15, 1978, to which herein petitioner replied on January 11, 1979.

In OUR resolution dated January 3, 1979, WE set aside the order of Judge Jose H. Tecson dated September 19, 1978, the writ of execution as well as the notice of garnishment, and required private respondent Atty. Juan T. David to show cause why he should not be cited for contempt for his failure to file his comment as directed by the resolution of the Court dated December 4, 1978, and for filing a motion for execution knowing that the case is pending appeal and review before this Court. Likewise, the Court required Judge Jose H. Tecson to show cause why he should not be cited for contempt for issuing an order directing the issuance of a writ of execution and for

issuing such writ despite the pendency of the present case in the Supreme Court.

On January 12, 1979, Judge Jose H. Tecson filed his compliance-explanation as directed by the aforesaid resolution of January 3, 1979, while private respondent Atty. Juan T. David filed on January 30, 1979 his compliance and motion for reconsideration after the Court has granted him an extension of time to file his compliance.

Private respondent Atty. Juan T. David filed on February 28, 1979, a petition praying that the merits of his compliance be resolved by the Court en banc. Subsequently, on March 26, 1979, another petition was filed by herein private respondent asking the Chief Justice and the members of the First Division to inhibit themselves from participating in the determination of the merits of his compliance and for its merits to be resolved by the Court en banc.

## C

The main thrust of this petition for review is whether or not private respondent Atty. Juan T. David is entitled to attorney's fees.

Petitioner Marino Corpus contends that respondent David is not entitled to attorney's fees because there was no contract to that effect. On the other hand, respondent David contends that the absence of a formal contract for the payment of attorney's fees will not negate the payment thereof because the contract may be express or implied, and there was an implied understanding between the petitioner and private respondent that the former will pay the latter attorney's fees when a final decision shall have been rendered in favor of the petitioner reinstating him to his former position in the Central Bank and paying his back salaries.

## I

WE find respondent David's position meritorious. While there was no express agreement between petitioner Corpus and respondent David as regards attorney's fees, the facts of the case support the position of respondent David that there was at least an implied agreement for the payment of attorney's fees.

Petitioner's act of giving the check for P2,000.00 through his aforesaid April 18, 1962 letter to respondent David indicates petitioner's commitment to pay the former attorney's fees, which is stressed by expressing that "I wish I could give more but as you know we were banking on a SC decision reinstating me and reimbursing my back salaries." This last sentiment constitutes a promise to pay more upon his reinstatement and payment of his back salaries. Petitioner ended his letter that he was "looking forward to a continuation of the case in the lower court, x x x", to which the certiorari-mandamus-quo warranto case was remanded by the Supreme Court for further proceedings.

Moreover, respondent David's letter-reply of April 25, 1962 confirms the promise of petitioner Corpus to pay attorney's fees upon his reinstatement and payment of back salaries. Said reply states that respondent David decided to be his counsel in the case because of the value to him of their intimate relationship over the years and "not, primarily, for a professional fee." It is patent then, that respondent David agreed to render professional services to petitioner Corpus secondarily for a professional fee. This is stressed by the last paragraph of said reply which states that "however, when you shall have obtained a decision which would have finally resolved the case in your favor, remembering me then will make me happy. In the meantime, you will make me happier by just keeping the check." Thereafter, respondent David continued to render legal services to petitioner Corpus, in collaboration with Atty. Alvarez until he and Atty. Alvarez secured the decision directing petitioner's reinstatement with back salaries, which legal services were undisputedly accepted by, and benefited petitioner.

Moreover, there is no reason to doubt respondent David's assertion that Don Rafael Corpus, the late father of petitioner Corpus, requested respondent to help his son, whose suit for reinstatement was dismissed by the lower court; that pursuant to such request, respondent conferred in his office with petitioner, who requested respondent to handle the case as his lawyer, Atty. Alvarez, was already disenchanted and wanted to give up the case; and that respondent agreed on condition that he and Atty. Alvarez would collaborate on the case. It would have been unethical for respondent to even offer his services when petitioner had a competent counsel in the person of Atty. Alvarez, who has been teaching political, constitutional and administrative law for over twenty years.

Likewise, it appears that after the Supreme Court affirmed on March 31, 1965 the order of the lower court reinstating petitioner Corpus with back salaries and awarding attorney's fees of P5,000.00, respondent David made a written demand on April 19, 1965 upon petitioner Corpus for the payment of his attorney's fees in an amount equivalent to 50% of what was paid as back salaries (Exh. N, p. 75, Folder of Exhibits, Civil Case No. 61802). Petitioner Corpus, in his reply dated May 7, 1965 to the aforesaid written demand, while disagreeing as to the amount of attorney's fees demanded, did not categorically deny the right of respondent David to attorney's fees but on the contrary gave the latter the amount of P2,500.00, which is one-half (½) of the court-awarded attorney's fees of P5,000.00, thus impliedly admitting the right of respondent David to attorney's fees (Exh. K, p. 57, Folder of Exhibits, Civil Case No. 61802).

It is further shown by the records that in the motion filed on March 5, 1975 by petitioner Corpus before the Court of Appeals for the reconsideration of its decision affirming the order of the lower court granting P30,000.00 attorney's fees to respondent David, he admitted that he was the first to acknowledge that respondent David was entitled to compensation for legal services rendered when he sent the check for P2,000.00 in his letter of April 18, 1962, and he is still willing to compensate the respondent but only to the extent of P10,000.00 (p. 44, rec.). This admission serves only to further emphasize the fact that petitioner Corpus was aware all the time that he was liable to pay attorney's fees to respondent David which is therefore inconsistent with his position that the services of respondent David were gratuitous, which did not entitle said respondent to compensation.

It may be advanced that respondent David may be faulted for not reducing the agreement for attorney's fees with petitioner Corpus in writing. However, this should be viewed from their special relationship. It appears that both have been friends for several years and were co-members of the Civil Liberties Union. In addition, respondent David and petitioner's father, the late Rafael Corpus, were also close friends. Thus, the absence of an express contract for attorney's fees between respondent David and petitioner Corpus is no argument against the payment of attorney's fees, considering their close relationship which signifies mutual trust and confidence between them.

## II

Moreover, the payment of attorney's fees to respondent David may also be justified by virtue of the innominate contract of *facio ut des* (I do and you give) which is based on the principle that "no one shall unjustly enrich himself at the expense of another." Innominate contracts have been elevated to a codal provision in the New Civil Code by providing under Article 1307 that such contracts shall be regulated by the stipulations of the parties, by the general provisions or principles of obligations and contracts, by the rules governing the most analogous nominate contracts, and by the customs of the people. The rationale of this article was stated in the 1903 case of *Perez vs. Pomar* (2 Phil. 982). In that case, the Court sustained the claim of plaintiff Perez for payment of services rendered against defendant Pomar despite the absence of an express contract to that effect, thus:

"It does not appear that any written contract was entered into between the parties for the employment of the plaintiff as interpreter, or that any other innominate contract was entered into; but whether the plaintiff's services were solicited or whether they were offered to the defendant for his assistance, inasmuch as these

services were accepted and made use of by the latter, we must consider that there was a tacit and mutual consent as to the rendition of the services. This gives rise to the obligation upon the person benefited by the services to make compensation therefor, since the bilateral obligation to render service as interpreter, on the one hand, and on the other to pay for the service rendered, is thereby incurred. (Arts. 1088, 1089, and 1262 of the Civil Code).

"x x x x x.

"x x x. Whether the service was solicited or offered, the fact remains that Perez rendered to Pomar services as interpreter. As it does not appear that he did this gratuitously, the duty is imposed upon the defendant, he having accepted the benefit of the service, to pay a just compensation therefor, by virtue of the innominate contract of *facio ut des* implicitly established.

"x x x x x.

"x x x because it is a well-known principle of law that no one should be permitted to enrich himself to the damage of another" (underscoring supplied; see also Tolentino, Civil Code of the Philippines, p. 388, Vol. IV [1962], citing *Estate of Reguera vs. Tandra*, 81 Phil. 404 [1948]; *Arroyo vs. Azur*, 76 Phil. 493 [1946]; and *Perez vs. Pomar*, 2 Phil. 682 [1903]).

WE reiterated this rule in *Pacific Merchandising Corp. vs. Consolacion Insurance & Surety Co., Inc.* (73 SCRA 564 [1976]) citing the case of *Perez v. Pomar*, *supra*, thus:

"Where one has rendered services to another, and these services are accepted by the latter, in the absence of proof that the service was rendered gratuitously, it is but just that he should pay a reasonable remuneration therefor because 'it is a well-known principle of law, that no one should be permitted to enrich himself to the damage of another'" (italics supplied).

Likewise, under American law, the same rule obtains (7 CJS 1079; *F.L Stitt & Co. v. Powell*, 114 So 375).

### III

There was no contract for contingent fee between Corpus and respondent David. Contingent fees depend on an express contract therefor. Thus, "an attorney is not entitled to a percentage of the amount recovered by his client in the absence of an express contract to that effect" (7 C.J.S. 1063 citing *Thurston v. Travelers Ins. Co.*, 258 N.W. 66, 128 Neb. 141).

"Where services were rendered without any agreement whatever as to the amount or terms of compensation, the attorney is not acting under a contract for a contingent fee, and a letter by the attorney to the client stating that a certain sum would be a reasonable amount to charge for his services and adding that a rate of not less than five percent nor more than ten would be reasonable and customary does not convert the original agreement into a contract for a contingent fee" (7 C.J.S. 1063 citing *Fleming v. Phinizy*, 134 S.E. 814).

While there was no express contract between the parties for the payment of attorney's fees, the fact remains that respondent David rendered legal services to petitioner Corpus and therefore as aforesaid, is entitled to compensation under the innominate contract of *facio ut des*. And such being the case, respondent David is entitled to a reasonable compensation.

### IV

In determining a reasonable fee to be paid to respondent David as compensation for his services, on a quantum meruit basis, it is proper to consider all the facts and circumstances obtaining in this case particularly the following:

The extent of the services rendered by respondent David should be considered together with the extent of the services of petitioner's other counsel, Atty. Rosauro Alvarez. It is undisputed that Atty. Rosauro Alvarez had rendered legal services as principal counsel for more than six (6) years while respondent David has rendered legal services as collaborating counsel for almost four (4) years. It appears that Atty. Alvarez started to render legal services after the administrative case was filed on March 7, 1958 against petitioner Corpus. He represented petitioner Corpus in the hearing of said case which was conducted from May 5, 1958 to October 8, 1958, involving 56 sessions, and this resulted in the complete exoneration by the Investigating Committee of all the charges against the petitioner. It appears further that after the Monetary Board, in its resolution of July 20, 1959, declared petitioner Corpus as being considered resigned from the service, Atty. Alvarez instituted on August 18, 1958 Civil Case No. 41126 in the Court of First Instance of Manila for the setting aside of the aforesaid resolution and for the reinstatement of petitioner Corpus. Atty. Alvarez actively participated in the proceedings.

On the other hand, respondent David entered his appearance as counsel for petitioner Corpus sometime after the dismissal on June 14, 1960 of the aforesaid civil case. From the time he entered his appearance, both he and Atty. Alvarez rendered legal services to petitioner Corpus in connection with the appeals of the aforementioned civil case to the Court of Appeals and to the Supreme Court. The records disclose that in connection with the appeal from the June 14, 1960 order of dismissal, respondent David prepared and signed pleadings although the same were made for and on behalf of Atty. Alvarez and himself. And it is not far-fetched to conclude that all appearances were made by both counsels considering that Atty. Alvarez was the principal counsel and respondent David was the collaborating counsel. Thus, when the case was called for oral argument on April 20, 1961 before the Supreme Court, respondent David and Atty. Alvarez appeared for petitioner Corpus although it was David who orally argued the case.

When the Supreme Court, in its decision of March 30, 1962, remanded the case to the lower court for further proceedings, it was Atty. Alvarez who conducted the presentation of evidence while respondent David assisted him. The records also reveal that respondent David prepared and signed for Atty. Alvarez and himself, certain pleadings, including a memorandum. Moreover, after the lower court rendered judgment on June 24, 1963 ordering the reinstatement and payment of back salaries to petitioner Corpus and awarding him P5,000.00 by way of attorney's fees, both petitioner Corpus and the respondents in said case appealed the judgment. At that stage, respondent David again prepared and signed for Atty. Alvarez and himself, the necessary pleadings, including two appeal briefs. And in addition, he made oral arguments in the hearings of motions filed in the lower court before the records of the case were forwarded to the appellate court. Furthermore, while it appears that it was Atty. Alvarez who laid down the basic theory and foundation of the case of petitioner Corpus in the administrative case and later in the civil case, respondent David also advanced legal propositions. Petitioner Corpus contends that said legal propositions were invariably rejected by the courts. This is, however, of no moment because the fact remains that respondent David faithfully rendered legal services for the success of petitioner's case.

The benefits secured for petitioner Corpus may also be considered in ascertaining what should be the compensation of respondent David. It cannot be denied that both Atty. Alvarez and respondent David were instrumental in obtaining substantial benefits for petitioner Corpus which consisted primarily of his reinstatement, recovery of back salaries and the vindication of his honor and reputation. But, note should also be taken of the fact that respondent David came at the crucial stage when the case of petitioner Corpus was dismissed by the lower court.

Atty. Rosauro Alvarez admittedly was paid by petitioner Corpus the sum of P20,000.00 or at most P22,500.00 (T.s.n., Jan. 11, 1967, pp. 34-35; T.s.n., Feb. 10, 1967, pp. 48-49). On the other hand, petitioner Corpus, after WE suggested on August 15, 1975 that they settle the case amicably has, in his September 15, 1975 pleading filed

before this Court (p. 166, rec.), manifested his willingness to pay P10,000.00 for the services of respondent David. However, respondent David has not manifested his intention to accept the offer.

In his complaint in the instant case, he asked for P75,000.00 as his attorney's fees. The records reveal that petitioner Corpus actually received only P150,158.50 as back salaries and emoluments after deducting taxes as well as retirement and life insurance premiums due to the GSIS. The amount thus claimed by respondent David represents 50% of the amount actually received by petitioner Corpus. The lower court, however, awarded only P30,000.00 and it was affirmed by the Court of Appeals.

Considering the aforesaid circumstances, WE are of the opinion that the reasonable compensation of respondent David should be P20,000.00.

## V

WE find private respondent Juan T. David and Judge Jose H. Tecson, Presiding Judge of the Court of First Instance of Manila, Branch V, guilty of contempt of court.

Respondent David filed on or about September 13, 1978 a motion with the court a quo for the issuance of a writ of execution to enforce its decision in Civil Case No. 61802, subject of the present petition, knowing fully well that it was then still pending appeal before this Court. In addition, no certification that the aforesaid decision is already deemed affirmed had as yet been issued by the Chief Justice pursuant to Section 11, paragraph 2, Article X of the New Constitution; because respondent David's petitions filed with the Supreme Court on January 31, 1978 and on July 7, 1978 to remand the case to the trial court for execution and for the issuance of such certification had not yet been acted upon as the same were still pending consideration by this Court. In fact, this Court has not as of this time made any pronouncement on the aforesaid provision of the New Constitution.

This act of respondent David constitutes disrespect to, as well as disregard of, the authority of this Court as the final arbiter of all cases duly appealed to it, especially constitutional questions. It must be emphasized that as a member of the Philippine Bar he is required "to observe and maintain the respect due to the courts of justice and judicial officers" (Section 20(b), Rule 138 of the Revised Rules of Court). Likewise, Canon 1 of the Canons of Professional Ethics expressly provides that: "It is the duty of the lawyer to maintain towards the Courts a respectful attitude, not for the sake of the temporary incumbent of the judicial office, but for the maintenance of its supreme importance." And this Court had stressed that "the duty of an attorney to the courts 'can only be maintained by rendering no service involving any disrespect to the judicial office which he is bound to uphold'" (*Rheem of the Philippines v. Ferrer*, 20 SCRA 441, 444 [1967] citing the case of *Lualhati v. Albert*, 57 Phil. 86, 92 [1932]).

Moreover, this Court takes judicial notice of the fact that herein respondent David, in the previous case of *Integrated Construction Services, Inc. and Engineering Construction, Inc. v. Relova* (65 SCRA 638 [1975]), had sent letters addressed to the then Chief Justice Querube C. Makalintal and later to the late Chief Justice Fred Ruiz Castro, requesting for the issuance of certification on the basis of the aforementioned provision of the New Constitution which were not given due consideration. And knowing this, respondent David should have been more prudent and cautious in filing with the court a quo any motion for execution.

Furthermore, there was even a taint of arrogance and defiance on the part of respondent David in not filing his comment to the letter-complaint dated October 18, 1978 of petitioner Corpus, as required by this Court in its November 3, 1978 and December 4, 1978 resolutions which were duly received by him; and instead, he sent on December 13, 1978 a letter requesting to be excused from the filing of his comment on the lame excuse that petitioner's letter-complaint was not verified.

On the part of Judge Jose H. Tecson, his presumptuous and precipitate act of granting the motion for execution of respondent David likewise constitutes disrespect to, as well as disregard of, the authority of this Court because he knew for a fact that the case was still pending appeal as the records thereof had not yet been remanded to it and that no certification has been issued by this Court. As a judicial officer, Judge Tecson is charged with the knowledge of the fact that this Court has yet to make a definite pronouncement on Section 11, paragraph 2, Article X of the New Constitution. Judge Tecson should know that only the Supreme Court can authoritatively interpret Section 11(2) of Article X of the 1973 Constitution. Yet, Judge Tecson assumed the role of the Highest Court of the Land. He should be reminded of what Justice Laurel, speaking for the Court, has said in *People v. Vera* (65 Phil. 56, 82 [1937]):

"A becoming modesty of inferior courts demands conscious realization of the position that they occupy in the interrelation and operation of the integrated judicial system of the nation."

It may also be added that the improvident act of respondent David in filing the motion for execution and the precipitate act of Judge Tecson in issuing the writ of execution are intriguing as they invite suspicion that there was connivance between the two. Respondent David would seem to imply that his claim for attorney's fees should be given preference over the other cases now pending in this Court. Certainly, such should not be the case because there are cases which by their nature require immediate or preferential attention by this Tribunal, like habeas corpus cases, labor cases and criminal cases involving death sentence, let alone cases involving properties and property rights of poor litigants pending decision or resolution long before the New Constitution of 1973. Nobility and exemplary forbearance were expected of Atty. David, who is old and experienced in the practice of the legal profession, from which he has derived a great measure of economic well-being and independence.

Consequently, the filing of the motion for immediate execution and the issuance of the writ of execution constitute a defiance and usurpation of the jurisdiction of the Supreme Court. As a disciplinary measure for the preservation and vindication of the dignity of this Supreme Tribunal, respondent Atty. Juan T. David should be REPRIMANDED for his precipitate action of filing a motion for execution as well as Judge Jose H. Tecson for his improvident issuance of a writ of execution while the case is pending appeal before the Supreme Court, and a repetition of said acts would be dealt with more severely.

WHEREFORE, PETITIONER R. MARINO CORPUS IS HEREBY DIRECTED TO PAY RESPONDENT ATTY. JUAN T. DAVID THE SUM OF TWENTY THOUSAND (P20,000.00) PESOS AS ATTORNEY'S FEES.

RESPONDENT ATTY. JUAN T. DAVID AND JUDGE JOSE H. TECSON OF THE COURT OF FIRST INSTANCE OF MANILA, BRANCH V, ARE HEREBY DECLARED GUILTY OF CONTEMPT AND ARE HEREBY REPRIMANDED, WITH A WARNING THAT REPETITION OF THE SAME OR SIMILAR ACTS WILL BE DEALT WITH MORE SEVERELY.

**COSTS AGAINST PETITIONER.**

**SO ORDERED.**

Teehankee, (Chairman), Fernandez, and Melencio-Herrera, JJ., concur.  
De Castro, J., in the result.  
Guerrero, J., on leave.

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