

TECLA ESTILLORE DE ACOSTA, PETITIONER, VS. BASILIO AROMIN, RESPONDENT.*Adm. Case No. 805. May 13, 1938*

Ponente: IMPERIAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/dfead6bb1514/>**IMPERIAL, J.:**

The petitioner alleges in her complaint that the respondent collected from her exorbitant fees (20 per cent of the amount collected) for negotiating the collection of the proceeds of Insurance Policy No. 45143 of the deceased Maxima Estillore of which the petitioner was the beneficiary and co-assured, instead of 10 per cent verbally agreed to be charged by the respondent as fees for all professional services he would render.

In the investigation conducted by the provincial fiscal of La Union in which the respondent was not present and had no opportunity to cross-examine the petitioner or adduce his evidence, said petitioner testified that she verbally agreed with the respondent that the latter would charge only 10 per cent of the amount to be collected as proceeds of the policy and that, in spite of this stipulation, the respondent collected 20 per cent of the value of the policy without discounting the amounts deducted by the insurance company. In his answer the respondent denied having had such verbal agreement and alleged that he informed the petitioner that ordinarily he collected 10 per cent for negotiations of this kind, but that the fees ultimately depended upon the volume of work and the importance and duration thereof, from 20 per cent to 30 per cent being collected in some cases. The proof shows that the policy, with its dividends, amounted to P3,154.16; from this amount the insurer, the Insular Life Assurance Co., Ltd., deducted the sum of P1,058.28 for loan and interest, resulting in the net balance of P2,095.88 which was delivered to the respondent as attorney for the beneficiary. From this balance the respondent deducted the sum of P122.32 for transportation and hotel expenses during his stay in the City of Manila while pushing the negotiations through, and P630.84, representing 20 per cent of the gross value of the policy, as his fees, the remainder (P1,342.72) being turned over by him to the petitioner as the net amount corresponding to her. There must be added to transportation and hotel expenses the sum of P32 which thro respondent directly received from the petitioner.

According to the theory of the petitioner, the respondent appears to have collected from her 20 per cent, instead of 10 per cent verbally stipulated by them. As stated by the Solicitor-General in his report, there was no fraud or deceit on the part of the respondent. Neither was there illegal appropriation of funds entrusted to the respondent, because, by virtue of the power granted to him by the petitioner, the respondent was authorized to receive from the insurer the proceeds of the policy and collect his professional fees. The fees charged by the respondent to which he alleges he is entitled, are not unreasonably exorbitant so as to constitute per se malpractice (In re Adriatico, 7 Phil., 173; In re Booram, 39 Phil., 247). Bearing in mind the proven facts, there is between the parties a mere discrepancy regarding the fees which the respondent ought to collect as just and reasonable compensation for all the services rendered by him. This does not constitute one of the grounds enumerated by section 21 of the Code of Civil Procedure, as amended by Act No. 2828, for the suspension or removal of an attorney. The remedy, if any, should be sought by the petitioner in a civil action which she may bring in the competent court for the

recovery of the excess fees collected by the respondent.

For the reasons stated, the complaint is dismissed and the respondent exonerated. So ordered.

Villa-Real, Abad Santos, Diaz, Laurel, and Concepcion, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.