

JOSE FELICIANO LOY, JR., RAYMUNDO HIPOLITO III, AND EDGARDO RIDAO, PETITIONERS, VS. SAN MIGUEL CORPORATION EMPLOYEES UNION-PHILIPPINE TRANSPORT AND GENERAL WORKERS ORGANIZATION ...

G.R. No. 164886. November 24, 2009

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

Summary judgments are sanctioned by the Rules of Court as a device to simplify and expedite the resolution of cases when, as shown by pleadings, affidavits, depositions or admissions on the records, there are no genuine issues which would entail an expensive, lengthy and protracted trial. However, if there is a genuine issue of material fact which calls for the presentation of evidence, resort to summary judgment would not be proper. Stated otherwise, if there exists an issue of fact, the motion for summary judgment should be denied.

The instant case is not ripe for summary judgment because the determination of the amount of reasonable attorney's fees requires presentation of evidence and a full-blown trial.

This Petition for Review on Certiorari[1] assails the Decision[2] dated September 29, 2003 of the Court of Appeals in CA-G.R. CV No. 66261. The Court of Appeals nullified the Decision[3] rendered by the Regional Trial Court (RTC) of Manila, Branch 53, in Civil Case No. 93-67275, which granted the motion for summary judgment and ordered the release of the P3 million garnished funds in favor of petitioners Jose Feliciano Loy, Jr. (Loy, Jr.), Raymundo Hipolito III (Hipolito III) and Edgardo Ridao (Ridao), as payment for their claim for attorney's fees.

Petitioners' Factual Allegations

Petitioners filed a Complaint with Application for Preliminary Attachment[4] for the collection of unpaid attorney's fees for the legal services they rendered to respondent San Miguel Corporation Employees Union - Philippine Transport and General Workers Organization (SMCEU-PTGWO), herein referred to as the Union. Also impleaded as defendants in said complaint were Raymundo Hipolito, Jr. (Hipolito, Jr.), Efren Carreon (Carreon), Josefina Tongol (Tongol) and Pablo Dee (Dee), who were then the President, Vice-President, Treasurer and Auditor of the Union, respectively.

Petitioners averred that they acted as counsel for the Union in the negotiations of the 1992-1995 Collective Bargaining Agreement (CBA) between the management of three corporations (San Miguel Corporation, Magnolia Corporation and San Miguel Foods, Incorporated) and the Union. They claimed that the legal services they rendered to the Union amounted to at least P3 million. In support of their claim, petitioners presented Board Resolution No. 93-02-28[5] allegedly issued by the Union's Board of Directors on February 27, 1993 where it was allegedly resolved that herein petitioners are entitled to 5% attorney's fees based on the 10% assessment fee collected from union members and 10% agency fee collected from non-union members. Petitioners also alleged

that pending resolution of the case, they are entitled to the protection of attachment of some of the Union's properties.

On August 24, 1993, the RTC issued an Order^[6] attaching all the properties of the Union.

Respondents' Factual Allegations

The Union, Carreon and Tongol filed a Motion to Discharge Writ of Attachment and Dismiss Complaint.^[7] They alleged that Board Resolution No. 93-02-28 was not validly passed by the Union's Board or ratified by the Union's general membership. Carreon also alleged that no demand to pay attorney's fees was made to the Union or any of the defendants and that petitioners had already been paid for their services.

On the other hand, defendants Hipolito, Jr. and Dee filed an Answer with Cross-Claim.^[8] They admitted that demand was made for the Union to pay attorney's fees and that the Union was liable therefor. They, however, denied any personal liability over the same. They also claimed that Carreon and Tongol have absconded with the Union's money. Thus, by way of cross-claim, Hipolito, Jr. and Dee prayed that Carreon and Tongol be ordered to indemnify them in the event they shall be adjudged personally liable to pay petitioners.

By way of Reply with Counterclaim (to Answer with Cross Claim),^[9] Carreon and Tongol denied the allegations against them and reiterated their position regarding the defective board resolution.

Proceedings before the Regional Trial Court

On January 3, 1994, the RTC denied the Motion to Discharge Writ of Attachment and Dismiss Complaint.^[10] In its Order dated January 4, 1994,^[11] the RTC ordered the garnishees - San Miguel Corporation, Magnolia Corporation, San Miguel Foods, Inc., and United Coconut Planters Bank (UCPB) - to deliver the garnished funds to the Clerk of Court, RTC-Manila. Meanwhile, San Miguel Corporation Credit Cooperative, Inc. (Credit Cooperative) moved to intervene in the case claiming that the garnished funds included cooperative dues, the seed capital of which appears to have come from the union funds. In its Answer in Intervention,^[12] the Credit Cooperative prayed for the lifting of the garnishment of its funds, arguing that said funds do not belong to or are owned by the Union but actually came from the individual share capital of its members.

On September 29, 1994, a Compromise Agreement^[13] was entered into by petitioners and Hipolito, Jr., the latter acting in his capacity as President of the Union and obligating the Union to pay petitioners' claim for attorney's fees in the reduced amount of P1.5 million. This Compromise Agreement, although initially approved by the RTC, was later on invalidated and set aside by the trial court on the ground of irregularities surrounding its execution.^[14]

The case was then set for pre-trial conference.

Meanwhile, in a local union election of officers held on August 21,

1996, Ma. Pilar B. Aquino (Aquino) and Marcial A. Frisnedi (Frisnedi) were elected as the President and Vice-President, respectively. As newly elected officers of the Union, they filed a Motion for Substitution/Intervention,^[15] which was granted in an Order of the RTC dated May 7, 1997.^[16] The RTC also allowed the Union, under its new set of officers, to amend its answer to the complaint. As a result, an Answer with Counterclaim^[17] was filed on September 29, 1997.

The RTC ordered the garnished funds of the Union in the amount of P3 million to be deposited with the Philippine National Bank.^[18] On May 6, 1999, the trial court denied the Union's motion to resume pre-trial and instead, set the trial of the case on June 17, July 1 and 15, 1999.^[19]

However, on June 16, 1999, petitioners filed a Motion for Summary Judgment.[20] They averred that the case was ripe for Summary Judgment because there was a judicial admission that legal services were indeed rendered which resulted to the benefits enjoyed by the workers in the 1992-1995 CBA.

The Union opposed the motion arguing that it only admitted the allegation in the complaint insofar as the benefits enjoyed by the workers in the 1992-1995 CBA are concerned but not the legal services allegedly rendered by petitioners. Further, it alleged that the amount claimed as attorney's fees was unconscionable.

On September 14, 1999, the trial court rendered its Decision granting the motion for summary judgment. It held that the case was ripe for summary judgment in view of the Union's admission, through Hipolito, Jr., of its monetary obligation to petitioners in the amount of P3 million for the legal services they rendered. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, the Motion for Summary Judgment is granted and judgment is hereby rendered in favor of the plaintiffs as alleged in their complaint.

The PNB, Escolta Branch, is therefore ordered to release immediately the Three Million Pesos (P3,000,000.00) garnished funds in the name of Regional Trial Court of Manila, Branch 53, in connection with Civil Case No. 93-67275 in favor of herein plaintiffs, in compliance with this judgment.

SO ORDERED.[21]

Proceedings before the Court of Appeals

The Union appealed to the Court of Appeals which rendered the assailed September 29, 2003 Decision,[22] nullifying the RTC's Decision and remanding the case to the trial court for further proceedings. The appellate court noted that in the amended answer, the Union denied the legal services which petitioners claimed to have been rendered. It was also alleged therein that Hipolito, Jr. fraudulently executed the compromise agreement where he acceded, allegedly on behalf of the Union, to pay the reduced amount of P1.5 million as attorney's fees. Moreover, it was claimed that Board Resolution No. 93-02-28 was not validly acted upon by the Board or ratified by the general membership of the Union. The P3 million attorney's fees was also described as unconscionable. Finally, the intervenor Credit Cooperative denied that the Union owned the funds that were garnished. As found by the Court of Appeals, these were issues which required the presentation of evidence and which could only be resolved through full-blown trial and proceedings.

The dispositive portion of the Decision of the Court of Appeals reads:

WHEREFORE, finding merit in the appeal, the assailed decision of September 14, 1999 is NULLIFIED and SET ASIDE. Let the records be remanded to the court a quo for further proceedings.

SO ORDERED.[23]

Petitioners filed a motion for reconsideration but it was denied.

Issues

Hence, this petition anchored on the following grounds:

THE HONORABLE COURT OF APPEALS HAS DECIDED THE CASE CONTRARY TO LAW ON SUMMARY JUDGMENT AND TOTALLY IGNORING THE TWO (2) APPLICABLE AND SIMILAR DECISION[24] AND RESOLUTION[25] OF THE HONORABLE SUPREME COURT INVOLVING THE SAME PARTIES, SAME ISSUES AND/OR SAME INCIDENT.

THE HONORABLE COURT OF APPEALS ERRONEOUSLY RECOGNIZED

INTERVENOR-RESPONDENT SAN MIGUEL CORPORATION EMPLOYEES CREDIT COOPERATIVE INC., CONTRARY TO LAW UNDER ARTICLE 242 (D) AND (F) OF THE LABOR CODE, AS AMENDED AND WHOSE IDENTITY TO BE THAT OF THE DEFENDANT UNION HAD ALREADY BEEN FINALLY RULED BY THE COURT A QUO.[26]

Petitioners contend that there are no genuine issues necessitating a full-blown trial in view of the Answer with Cross-Claim[27] filed by Hipolito, Jr. and Dee, which essentially admitted all the allegations of the complaint. They argue that the Court of Appeals erred in holding that the Answer with Cross-Claim was superseded and replaced by the Amended Answer with Counterclaim[28] filed by the Union through its new set of officers in 1997. They allege that their right to be compensated for their legal services and the reasonableness of the amount of their claim were already heard, tried and upheld in *Hipolito, Jr. v. Ferrer-Calleja*[29] and *Aquino and Frisnedi v. Atty. Raymundo Hipolito III.* [30] Therefore, the controversy cannot anymore be heard again on the theory of conclusiveness of judgment. Finally, they claim that the Credit Cooperative has no locus standi before the Court of Appeals and this Court since it did not appeal from the RTC's Decision as well as the RTC's Order[31] declaring that its funds were part of union funds and were, therefore, properly garnished. Hence, the Court of Appeals should not have remanded the case to the RTC but instead affirmed the September 14, 1999 Decision.

Our Ruling

The petition is partially meritorious.

The Answer with Counterclaim filed by Aquino and Frisnedi merely supplemented the Answer with Cross-Claim filed by Hipolito, Jr. and Dee; it cannot be deemed to have replaced the same.

The voluminous records of this case disclose that on September 23, 1993, an Answer with Cross-Claim[32] essentially admitting all the allegations of the Complaint[33] was filed by defendants Hipolito, Jr. and Dee, as incumbent officers of the Union. Four years later, or on September 29, 1997, another Answer with Counterclaim[34] was filed by the Union through its new set of officers. Petitioners contend that it was error for the Court of Appeals to consider the first answer as expunged by the subsequent answer filed by the new Union officers. In refutation, respondent Union asserts that the former answer has been superseded by its amended answer, which disputes the material allegations of the complaint.

On this point, we agree with petitioners' contention that the first answer cannot be deemed to have been replaced by the subsequent answer filed by the new Union officers. Pleadings are amended in order to allege facts which occurred prior to the filing of the original pleading. An amended pleading supersedes the pleading that it amends.[35] In the case at bar, the subsequent answer could neither validly amend the first answer nor result in the withdrawal of the latter. It is to be noted that the new Union officers, upon their election, moved for their intervention and substitution on the premise that they became the real party in interest since the defendants in the case have ceased to be the legal representatives of the Union. Certainly, their election as new officers is an occurrence which arose after the filing of the first answer. Hence, the purported amended answer should have been designated as a supplemental answer. A supplemental pleading states the transactions, occurrences or events which took place since the time the pleading sought to be supplemented was filed.[36] A supplemental pleading is meant to supply deficiencies in aid of the original pleading and not to dispense with or substitute the latter. It does not supersede the original, but assumes that the original pleading is to stand.[37] As such, the Answer with Counterclaim filed by Aquino and Frisnedi did not result in the withdrawal of the Answer with Cross-Claim filed by the original defendants in this case, but was merely supplemented by the subsequent answer.

There is an implied admission that petitioners rendered legal services to the Union.

The supplemental answer contains an averment that petitioners were already duly paid for their legal services as

shown by a Statement of Receipt and Disbursements[38] issued by the union officers confirming payment of petitioners' legal fees. The same averment was likewise evident in the Motion to Discharge Writ of Attachment and Dismiss Complaint[39] filed by defendants Carreon and Tongol. Indubitably, even without considering the first answer, which admitted the allegations in the complaint, an implied admission that petitioners rendered legal services for the Union is apparent in the pleadings filed by the defendants in the case.

At any rate, the records of the case reveal that petitioners indeed took part in the negotiations for the consummation of the CBA. The letter of the Union President addressed to San Miguel Corporation dated July 8, 1992, regarding the Union's CBA proposals for 1992,[40] as well as the Minutes of the First CBA Negotiation Meeting held on July 23, 1992,[41] indicated petitioners as members of the union negotiating panel. Furthermore, the Integrated Bar of the Philippines (IBP) confirmed petitioners' representation for the Union in the 1992-1995 collective bargaining negotiations, as shown in an investigation conducted in connection with the disbarment case filed against petitioner Hipolito III.

Based on the foregoing, we find that petitioners indeed rendered legal services to the Union.

The absence of an express authority from the Board is not a bar to the recovery of attorney's fees.

The validity of the board resolution put forth by petitioners as basis for their claim as well as the absence of a written agreement as to the amount of attorney's fees were questioned. However, it is relevant to mention that in *Hipolito, Jr. v. Ferrer-Calleja*,[42] we ruled that, notwithstanding the absence of an express authority from the board, a lawyer who represented the union with the knowledge and acquiescence of the board, and the acceptance of benefits arising from the service rendered, is entitled to a reasonable value of his professional services on a quantum meruit basis. This finds application in this case considering that the record establishes clearly that petitioners acted as union counsel in the negotiation and consummation of the 1992-1995 CBA and that the benefits from the CBA had been enjoyed by the Union.

In *Research and Services Realty, Inc. v. Court of Appeals*,[43] we enunciated that quantum meruit simply means "as much as he deserves." In no case, however, must a lawyer be allowed to recover more than what is reasonable, pursuant to Section 24, Rule 138 of the Rules of Court.[44]

The determination of the amount of reasonable attorney's fees would require presentation of evidence and a full-blown trial.

The Rules of Court allows the rendition of a summary judgment if the pleadings, supporting affidavits, depositions and admissions on file, show that, except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.[45] There can be no summary judgment where questions of fact are in issue or where material allegations of the pleadings are in dispute.[46]

In fixing a reasonable compensation for the services rendered by a lawyer on the basis of quantum meruit, the elements to be considered are generally (1) the importance of the subject matter in controversy, (2) the extent of services rendered and (3) the professional standing of the lawyer. A determination of these factors would indispensably require nothing less than a full-blown trial where the party can adduce evidence to establish the right to lawful attorney's fees and for the other party to oppose or refute the same.[47]

The Union considers the attorney's fees in the amount of P3 million as unreasonable, unconscionable and without basis. In fixing said amount of attorney's fees, the RTC ratiocinated that the issue of the reasonableness of the amount claimed as attorney's fees had been heard by the IBP in the disbarment case. It also relied on the testimony given by Ms. Oswalda Abuerne (Abuerne), the Credit Cooperative's bookkeeper, on October 4, 1994,

as follows:

Q

Now, according to your earlier statement in open Court you said that P589,992.83 of the money now in the possession of the San Miguel Corporation Employees Credit Cooperative, Inc., came from union members?

A

Yes, sir.

Q

How did you happen to collect these from the union members, to receive these from the union members?

A

Based on the records of the cooperative, I think it was 1990 CBA, that the union, I mean, there is an agreement between the members, that the members of the union, I think all the employees of the San Miguel Corporation signed an agreement that the lump sum money they will receive they will give five (5%) percent for attorney's fee and that five (5%) percent, 4% is for attorney's fee and one (1%) percent is for the seed capital of the cooperative.[48]

Based on this testimony, the RTC concluded that:

The question of unconscionableness of P3,000,000.00 Attorney's fees of Atty. Hipolito has been heard and tried by the Integrated Bar of the Philippines. Hence, all defenses and claims of defendant Union now through the new president Aquino shall be dismissed under Section 7, Rule 9, 1997 Rules of Civil Procedure necessitating a Summary judgment, attaching therewith the various transcripts of stenographic notes of the Integrated Bar of the Philippines. That there is [sic] no more triable issues otherwise what was heard by the IBP on unconscionable attorney's fees would be heard again. That if the defendant Union in 1990 prior to the instant case paid a single lone-lawyer of the Union of 5% broken down as follows: 4% (2.3 Million as Attorney's fees) and 1% (670,799.52 as seed capital of the Union's cooperative) as shown in the Court's T.S.N. dated October 4, 1994; the defendant Union can not now claim the P3 Million Attorney's fees for three (3) lawyers with a higher and subsequent 1993 CBA benefits as unconscionable.[49]

We find that the RTC erroneously ruled on this matter. First, it does not appear from the Report and Recommendation[50] of Commissioner Jaime M. Vibar, the IBP Commissioner who tried the disbarment case, that a pronouncement was made as to how much Hipolito III (petitioner herein) should receive as attorney's fees. The IBP merely sustained Hipolito III's entitlement to compensation for acting as union counsel in collaboration with Loy, Jr. and Ridao (co-petitioners herein) in concluding the 1992-1995 CBA, but refused to fix an amount as the matter was already being heard in court. Second, the testimony of Abuerne was unsubstantiated by evidence, thereby making her an incompetent witness to testify on such matters. The records of the Credit Cooperative were not presented to substantiate Abuerne's statements. The lawyer who was allegedly paid P2.3 million attorney's fees in 1990 was not also presented to testify. No proof was proffered to show that Hipolito III was entitled to or actually received the amount. Hence, the RTC arbitrarily fixed petitioners' attorney's fees at P3 million despite insufficient factual basis.

When material allegations are disputed, it cannot be asserted that there is no real issue necessitating a formal trial.[51] We deem it necessary, therefore, that further inquiry should be made in order for petitioners to prove the extent of the services they rendered, the time they consumed in the negotiations and such other matters necessary for the determination of the reasonable value of their services.

Mindful that the instant case has been pending for more than a decade, we painstakingly reviewed the records. Unfortunately, we find them inadequate and insufficient to determine the reasonableness of the amount claimed or to fix, for that matter, a reasonable amount of attorney's fees in order to finally resolve the present controversy. Thus, in order to adequately afford both parties ample opportunity to present their evidence in support of their respective claims, a remand is inevitable, but only for the purpose of determining the reasonable amount of attorney's fees on quantum meruit basis.

The imposition of interest on the amount claimed is not warranted.

The imposition of any interest, as prayed for in this instant petition, on any amount payable to petitioners is, however, unwarranted. Contracts for attorney's services are unlike any other contracts for the payment of compensation for any other services which allow the imposition of interest in case of delay under the provisions of the Civil Code.[52] The practice of law is a profession, not a moneymaking venture.[53]

The Credit Cooperative has no locus standi for failure to file an appeal.

Petitioners correctly argue that the Credit Cooperative has no locus standi on appeal, since it failed to file a notice of appeal to the RTC's September 14, 1999 Decision granting the motion for summary judgment. It was only the Union which appealed the case through a notice of appeal filed by its counsel, Atty. Luciano R. Caraang (Atty. Caraang). There is also no showing that Atty. Caraang represented both the Union and the Credit Cooperative in filing such notice of appeal. In fact, the Credit Cooperative did not deny its failure to file an appeal; however, it argued that it filed with the Court of Appeals an appellant's brief in compliance with the appellate court's directive to submit one. Suffice it to state that the Court of Appeals' directive for the Credit Cooperative to file its brief did not clothe the Credit Cooperative with locus standi on appeal. The purpose of the filing of the brief is merely to present, in coherent and concise form, the points and questions in controversy, and by fair argument on the facts and law of the case, to assist the court in arriving at a just and proper conclusion.[54] The Court of Appeals may have ordered the Credit Cooperative to submit its brief to enable it to properly dispose of the case on appeal. However, in the Credit Cooperative's brief, not only did it ask for the reversal of the Summary Judgment but also prayed for the return of its garnished funds. This cannot be allowed. It would be grave error to grant the relief prayed for without violating the well-settled rule that a party who does not appeal from the decision may not obtain any affirmative relief from the appellate court other than what he has obtained from the lower court, if any, whose decision is brought up on appeal.[55] The rule is clear that no modification of judgment could be granted to a party who did not appeal.[56]

WHEREFORE, the petition is PARTIALLY GRANTED. The Decision of the Court of Appeals is AFFIRMED with MODIFICATION that the case is ordered remanded to the court of origin for further trial but only for the purpose of fixing the petitioners' attorney's fees (without interest) on quantum meruit basis, to be conducted with deliberate dispatch in accordance with this Decision.

SO ORDERED.

Carpio[*], (Chairperson), Leonardo-De Castro**, Brion, and Abad, JJ., concur.

[*] Per Special Order No. 775 dated November 3, 2009.

[**] Additional member per Special Order dated November 3, 2009.

[1] Rollo, pp. 10-41.

[2] Id. at 43-56; penned by Associate Justice Roberto A. Barrios and concurred in by Associate Justices Juan Q.

Enriquez, Jr. and Arsenio J. Magpale.

[3] Id. at 58-72; penned by Judge Manuel T. Muro.

[4] Records, Vol. I, pp. 1-7.

[5] Id. at 8-9.

[6] Id. at 12-13; penned by Judge Rosalio G. De La Rosa.

[7] Id. at 28-34.

[8] Id. at 43-46.

[9] Id. at 70-75.

[10] Id. at 165; penned by Judge Maximo A. Savellana, Jr.

[11] Id. at 166.

[12] Id. at 300-306.

[13] Records, Vol. II, pp. 501-502.

[14] RTC Order dated August 16, 1996 and August 25, 1997, Records, Vol. III, pp. 933-934 and 1101, respectively.

[15] Id. at 978-985.

[16] Id. at 1013.

[17] Id. at 1112-1117.

[18] RTC Order dated June 23, 1997, id. at 1073.

[19] RTC Order dated May 6, 1999, id. at 1250.

[20] Id. at 1254-1258.

[21] Rollo, p. 72.

[22] CA rollo, pp. 43-52.

[23] Rollo, p. 52.

[24] In *Hipolito, Jr. v. Ferrer-Calleja*, G.R. No. 81830, October 1, 1990, 190 SCRA 182, we ruled in favor of Atty. Raymundo Hipolito III's (one of the petitioners in the case at bar) entitlement to a reasonable value of his professional services on a quantum meruit basis in the amount of P130,000.00, for acting as union counsel in the negotiation and consummation of the 1986 CBA between the San Miguel Corporation management and SMCEU-PTGWO (herein respondent Union), although his appointment as union counsel was not authorized by a board resolution since the legal services were rendered with the knowledge and acquiescence of the board and that such services redounded to the benefit of the union.

[25] In the Minute Resolution dated September 19, 2001 in Administrative Case CBD No. 97-521, entitled *Ma. Pilar B. Aquino and Marcial Frisnedi v. Atty. Raymundo Hipolito III*, we affirmed the Integrated Bar of the Philippines' (IBP) Resolution dismissing the disbarment case filed by SMCEU-PTGWO's President Ma. Pilar Aquino and Vice President Marcial Frisnedi (respondents in the case at bar), against Atty. Raymundo Hipolito III

(one of the petitioners in the case at bar). The IBP upheld Atty. Hipolito III's right to attorney's fees for acting in collaboration with two other lawyers, Atty. Jose Feliciano Loy and Atty. Edgardo Ridao, in representing the Union SMCEU-PTGWO, whose endeavors led to the conclusion of the 1992-1995 CBA between the Union and the management.

[26] Rollo, p. 24.

[27] Supra note 8.

[28] Supra note 17.

[29] Supra note 24.

[30] Supra note 25.

[31] RTC Order dated January 4, 1994, Records, Vol. I, p.166; Annex "K" / "L" of the Petition, rollo, pp. 110-112.

[32] Supra note 8.

[33] Supra note 4.

[34] Supra note 17.

[35] Rules of Court, Rule 10, Section 8.

[36] De Rama v. Court of Appeals, 405 Phil. 531, 547 (2001).

[37] Asset Privatization Trust v. Court of Appeals, 381 Phil. 530, 545(2000).

[38] Annex "A" of the Union's Answer with Counterclaim, Records, Vol. III, p. 1118.

[39] Supra note 7.

[40] Records, Vol. I, pp. 115-116.

[41] Id. at 117.

[42] Supra note 24.

[43] 334 Phil. 652, 668 (1997).

[44] Sec. 24. Compensation of attorneys; agreement as to fees. -- An attorney shall be entitled to have and recover from his client no more than a reasonable compensation for his services, with a view to the importance of the subject matter of the controversy, the extent of the services rendered, and the professional standing of the attorney. No court shall be bound by the opinion of attorneys as expert witnesses as to the proper compensation, but may disregard such testimony and base its conclusion on its own professional knowledge. A written contract for services shall control the amount to be paid therefor unless found by the court to be unconscionable or unreasonable.

[45] Rules of Court, Rule 35.

[46] Cotabato Timberland Co., Inc. v. C. Alcantara and Sons, Inc., G.R. No. 145469, May 28, 2004, 430 SCRA 227, 236.

[47] Rilloraza, Africa, De Ocampo and Africa v. Eastern Telecommunication Phils., Inc., 369 Phil. 1, 11-12 (1999).

[48] TSN, October 4, 1994, Records, Vol. III, pp. 1166-1167.

[49] Records, Vol. III, pp. 1319-1320.

[50] Annex "F" of the Petition for Review on Certiorari, rollo, pp. 75-82.

[51] Cotabato Timberland Co., Inc. v. C. Alcantara and Sons, Inc., *supra* note 46.

[52] Cortes v. Court of Appeals, 443 Phil. 42, 54 (2003).

[53] Atty. Victoriano V. Orocio v. Edmund P. Anguluan, Lorna T. Dy and National Power Corporation, G.R. Nos. 179892-93, January 30, 2009.

[54] Philippine Coconut Authority v. Corona International, Inc., 395 Phil. 742, 750 (2000).

[55] Go v. Court of Appeals, 188 Phil. 540, 543 (1980).

[56] Pepsi Cola Products (Phils) v. Patan, Jr., 464 Phil. 517, 523 (2004).

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