

BERNARDINO QUITORIANO AND RAMON VELASCO, PLAINTIFFS AND APPELLEES, VS. ROQUE M. CENTENO ET AL., DEFENDANTS AND APPELLANTS.

G. R. No. 40309. March 10, 1934

Ponente: IMPERIAL, J.

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IMPERIAL, J.:

This is an appeal taken by the defendants from the judgment rendered by the Court of First Instance of Ilocos Sur, the dispositive part of which reads as follows:

"The complaint is hereby sustained. Judgment is rendered in favor of the plaintiffs, ordering the defendants to comply with the terms of the contract Exhibit A, and therefore the defendants (plaintiffs), are declared to be entitled to two-sixths (2/6) of all the property described in the complaint, by virtue of which they have the right to intervene in the proceedings in civil case No. 2649, In re Estate of the deceased Anselma Centeno, of this court, without special pronouncement as to costs.

"The plaintiffs' claim for the sum of P2,000 and the counterclaim filed by the defendants are hereby denied on the ground that no evidence has been presented to that effect. So ordered."

On August 5, 1930, Cirilo C. Purugganan instituted in the Court of First Instance of Ilocos Sur special proceedings No. 2649 entitled "Estate of the deceased Anselma Centeno" and prayed that after the publications required by law, the will and codicil executed by the deceased, be allowed to probate. The herein defendants, with the exception of Juliana Centeno y Pablo, were nephews and nieces of the aforesaid deceased but they were not instituted heirs nor legatees in the will and codicil in question. For this reason they agreed to oppose the probate prayed for. Inasmuch as they did not have money to pay attorney's fees, they executed the following written contract with the herein plaintiffs, to wit:

"We, Librada Centeno, Luisa Centeno, Roque Centeno and Urbana Centeno hereby declare that, because we impugn the probate of the will and codicil presented by Cirilo Purugganan in the Court of First Instance, we have authorized Attorneys Ramon Velasco and Bernardino Quitariano to act as our counsel in civil case No. 2649, In re Estate of Anselma Centeno; and in view of the fact that, we have no money to pay their fees, we have bound ourselves to the said two attorneys, Messrs. Ramon Velasco and Bernardino Quitariano, to the effect that, if we win the case, all the property which may belong to the deceased Anselma Centeno shall be divided into six parts, so that each and every one of us may have equal shares, in other words, one-sixth thereof shall be given as fees to Mr. Bernardino Quitariano and another one-sixth shall be given as fees to Mr. Ramon Velasco; that is, two-sixths of the property which we might inherit will be given to the said attorneys as their fees for services rendered in this case. Our undivided share in the properties belonging to us and our deceased aunt Anselma Centeno, which are situated in the municipalities of Narvacan, Santa Maria, Candon and Santa Lucia, Ilocos Sur, and our share in the lot north of Washington Street, Vigan, Ilocos Sur, are excluded from this contract.

"In witness whereof, we, together with the aforesaid attorneys, have hereunto affixed our signatures this 16th

day of September, 1930, here at Vigan, Ilocos Sur.

(Sgd.) "LIBRADA CENTENO

(Sgd.) "LUISA CENTENO

(Sgd.) "ROQUE CENTENO

(Sgd.) "URBANA CENTENO"

Pursuant to the above-quoted contract, the plaintiffs, in representation of the defendants, appeared in the testamentary proceedings and opposed the probate of the said will and codicil. After due trial, the court denied the probate prayed for and the estate of the deceased was placed under administration. The defendants, notwithstanding the above quoted contract, the services rendered by the plaintiffs and the favorable result obtained in the testamentary proceedings, refused to comply with the terms of the contract in question and to give them their shares agreed upon. Such attitude on the part of the defendants gave rise to the institution of this action by the plaintiffs.

The defendants assign no less than a dozen alleged errors as committed by the trial court in its judgment appealed from, not one of which, in the opinion of this court, has any merit.

There is no question that the contract is genuine. The fees of the plaintiffs as agreed upon, are not excessive if it is borne in mind that they were contingent fees and that the result of the plaintiffs' efforts was favorable to the defendants. This court, taking into consideration the value of the hereditary estate, is not inclined to declare such fees as unreasonable. The plaintiffs earnestly and successfully impugned the will and codicil and due to their loyalty and efforts, the defendants succeeded in participating in the property in question. Had the opposition failed, no doubt the plaintiffs would have obtained no remuneration at all and their entire labors would have been in vain.

The contention that Librada Centeno's husband did not participate in nor sign the contract is of no consequence. However, the said defendant's husband was the party aggrieved and it was he, not Librada Centeno, who could properly attack the validity of the contract. The contract involved property belonging to Librada Centeno and no anomaly was committed when her husband failed to intervene in the contract for fees. At any rate, it would seem unjust and immoral that Librada Centeno herself should now impugn her intervention and personality after she had voluntarily and knowingly signed the said contract.

The proven facts do not in the least justify the defendants' contention that the contract signed by them does not express their true intention or will. The original was drawn up in Ilocano, a dialect with which each and every one of the said defendants is familiar.

Wherefore, the judgment appealed from is hereby affirmed, with the costs of this instance against the defendants-appellants. So ordered.

Malcolm, Villa-Real, Hull, and Goddard, JJ., concur.

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