

**JOHN W. HAUSSERMANN ET AL., PLAINTIFFS AND APPELLANTS, VS.
B. F. RAHMEYER ET AL., DEFENDANTS AND APPELLEES.***G.R. No. 4214. December 26, 1908*

Ponente: CARSON, J.

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The plaintiffs, a firm of attorneys practicing in Manila, brought this action against the defendants to recover P1,000, the alleged value of professional services rendered. The defendants are the owners of a number of livery stables in Manila, and employed the plaintiffs, without any express agreement as to compensation, to represent them before the Municipal Board of the city of Manila in an effort to secure certain modifications in section 119 of City Ordinance No. 93 whereby an alleged excessive license tax was imposed upon the business of the defendants; and, further, to secure the repeal of section 120 of the same ordinance, which requires a statement to be submitted of the largest number of saddle horses and vehicles of all descriptions to be kept by an applicant for a license to keep a livery stable, during the period covered by the license, which statement is to be used as a basis for computing the amount to be paid for the license.

The plaintiffs rendered services in accordance with the terms of their contract, and while they failed to secure the repeal of section 120 of the ordinance, their efforts resulted in a modification of section 119, whereby their clients were relieved from the payment of some P368 per annum in license fees. Thereafter plaintiffs submitted a bill for P500 for services rendered, which defendants declined to pay, claiming that it was exorbitant and excessive, and that defendants were attempting to take an unfair advantage of the fact that there had been no express agreement as to the amount of compensation to be charged. The plaintiffs then, formally withdrew the original bill for P500 and rendered a new bill for P1,000 for services rendered. They allege that in the first bill they did not claim the full amount of fees to which they were entitled, because of a friendly disposition toward their clients, which induced them to submit an extremely moderate bill, the principal object of their employment being to save money for their clients; but that, in view of the attitude of defendants in criticizing and declining to pay the original bill, they are justified in insisting upon payment of the full value of the services rendered.

The evidence consisted substantially of a statement of the character and amount of the services rendered and the testimony of two reputable attorneys in Manila, one of whom asserted that P1,000 was in his opinion a reasonable charge for the services, the other testifying with some reserve, but indicating that in his opinion the minimum fee for the work done should be fixed at P500, and that the fee might be increased in proportion to the magnitude of the interests concerned, and the amount per annum saved plaintiffs' clients. The trial court held that the reasonable value of the services rendered by the plaintiffs is the sum of P380, and we would hesitate to modify this finding but for the fact that the trial judge appears to have based his conclusion upon an estimate of the number of hours occupied by the plaintiffs in conference with their clients and with the Municipal Board and its members, but failed to taken into consideration time which may have been occupied by the plaintiffs in preparing the arguments for submission to the Municipal Board, examining authorities, and in general preparation of their case.

We do not think that the appropriate method of determining the value of professional services rendered by an

attorney is by ascertaining the number of hours dedicated by the attorney to the business in hand. Section 29 of the Code of Civil Procedure provides that—

"A lawyer shall be entitled to have and recover from his client no more than a reasonable compensation for the services rendered, with a view to the importance of the subject matter of the controversy, to the extent of the services rendered, and the professional standing of the lawyer. But in such cases the court shall not be bound by the opinion of lawyers 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 of recovery if found by the court not to be unconscionable or unreasonable."

We think that, taking into consideration all of the factors laid down in this section of the code, a reasonable estimate of the compensation to which the plaintiffs are entitled for the services rendered these defendants would be the sum of P500. This was the value which they set upon their services when they rendered the first bill before the altercation arose between themselves and their clients, and while they were entirely within their rights in withdrawing their original bill when payment thereof was refused, and filing a second bill for a larger amount if their services were in fact worth more than the amount originally claimed, we think that, under all the circumstances, and especially in view of the fact that the reduction secured in the license fees of their clients is not necessarily a permanent one, they are not entitled to more than the amount originally claimed.

Let judgment be entered in favor of the plaintiffs and against the defendants for P500 with interest from the 14th day of May, 1907, the date of the filing of the complaint in this action, together with the costs in the court below, no costs to be allowed on appeal. So ordered.

Arellano, C. J., Torres, Mapa, Willard, and Tracey, JJ., concur.

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