

RITA CATALAN, PLAINTIFF AND APPELLEE, VS. ROSARIO CONDE, ADMINISTRATRIX OF ISABELO ARTACHO, DECEASED, DEFENDANT AND APPELLANT.

G.R. No. 6695. September 08, 1911

Ponente: MORELAND, J.

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MORELAND, J.:

This is an action brought by the plaintiff against the defendant as administratrix of the goods, chattels, and credits of Isabelo Artacho, deceased, to recover the sum of P1,380 with interest.

It appears in this case that some time in the year 1903 or 1904 the plaintiff began an action against Petronila Acosta and her husband Domingo Camote for the recovery of the sum of P1,020 and interest; that she retained as her counsel Isabelo Artacho, defendant's intestate; that the plaintiff recovered a judgment in that action for the sum of P2,400, which was duly collected by her counsel; that thereafter counsel turned over to the plaintiff the sum of P1,020 only, retaining in his possession the sum of P1,380; that soon thereafter said counsel died very suddenly without there having been a settlement between himself and his client; that during the progress of the administration of the estate of said deceased the plaintiff presented her claim for P1,380 to the commissioners appointed by the probate court to hear claims presented against said estate; that after a hearing such claim was rejected and the plaintiff brought her corresponding action in the Court of First Instance of the city of Manila; that upon the trial of that action the court found in her favor, giving her a judgment of P1,210, with interest thereon. From that judgment this appeal was taken.

The appellant relies for a reversal of the judgment upon a written agreement alleged to have been made between the plaintiff herein and the defendant's intestate on the 16th day of March, 1903, which said agreement was introduced in evidence on the part of the defendant and reads as follows:

"I, Rita Catalan, a native and resident of the pueblo of Mangatarem, Province of Pangasinan, P. I., declare that I have truly entered into the following agreement with the attorney Isabelo Artacho:

"For acting as attorney in my action against Petronila de Castro and her husband Domingo Camote for the recovery of P1,020 which in cash I heretofore delivered to them as a loan, I promise the said attorney that in case he does recover the said debt of P1,020, and also my expenses, I will give him all the interest or products of said debt that may be secured in said action, in payment for the services rendered me by him. Wherefore, I sign these presents in Lingayen this 16th day of March, 1903.

(Signed) "RITA her x mark CATALINA."

This instrument had the following indorsements on the back :

"Money advanced for purchase of maguey seeds:

"To Honorato Samson \$30 Bolinao - vice president

"To Sotero Cerdan \$30 Anda - president.

"To Tranquilino Celis \$30 Bolinao - president."

If this agreement had actually been made between the plaintiff and Artacho, there would have been no doubt as to the right of said Artacho to retain the P1,380. The plaintiff in this case, however, asserts that the agreement in question is a forgery; that she never in any way entered into its execution and that she never signed the same. She also asserts that the agreement which she made with the deceased as to his fees in the action in which she retained him is found in Exhibit B of the plaintiff, which reads as follows:

"Artacho,

"Lawyer.

"May 10, 1902.

"Lingayen, Pangasinan, P. I.

"Received from Dona Rita Catalan of Mangatarem the sum of P100 Mex. as part payment on the sum of P450 Mex. stipulated as attorney's fees for the defence of her rights in a certain litigation initiated in this court for the collection of a debt against Petronila Castro of the same locality.

(Signed) "ISABELO ARTACHO

"One hundred pesos Mex."

In relation to the true agreement between the plaintiff and her attorney, the trial court said:

"On the trial of the case Exhibit 1, which is found in case No. 7106 of the court of this city, was presented and admitted as evidence on behalf of the defendant. Two witnesses testified that the agreement was written on a typewriter by Senor Artacho, who wrote the name of Rita Catalan, placing after said name a cross indicating her mark. "And said document shows the agreement which is alleged to have been made between Rita Catalan and Isabelo Artacho by virtue of which the former obligates herself to the latter in case of the recovery of the sum of P1,020 to pay to him all of the interest due on said sum, which amounts to P1,380.

"But the plaintiff, who is a woman 80 years of age, not only denies having executed the document and made the agreement which appears therein, but also showed in two of the four receipts presented, namely, Exhibits B, C, D, and E, signed by Artacho himself, the genuineness of whose signature and of said receipts being admitted by the opposite party, that the real agreement between Catalan and Artacho was that the latter should receive for his services in the action against Petronila Acosta and Domingo Camote the sum of P450, on account of which agreement and as shown by receipts Exhibits B and E the said Artacho had received from the said Sra. Catalan the sum of P100 on the 10th of May, 1902, and the sum of P160 on the 25th of August, 1903.

* * * * *

"Another fact also, attacks the validity of said document, Exhibit 1 in case No. 7106, and that is that it is clear and plain that the name Rita Catalan which appears at the bottom of said instrument written by Artacho, according to the witnesses of the defendant, is composed of letters and characters unquestionably different from those which Artacho used in the two receipts Exhibits B and C. In view of this great difference the conclusion is inevitable that the instrument in question is not genuine."

A careful examination of the record in this case leads us to the conclusion that the findings of the court above quoted are fully sustained by the evidence except as to the amount of the credits. It is clear to our mind that the real agreement made between the plaintiff and Artacho is that disclosed by Exhibit B heretofore quoted in full.

It nowhere appears in the proofs from what date interest on the sum in question ought to begin.

We are satisfied that the judgment of the court below ought to be modified to the extent that the defendant be credited with the sum of P330 upon the P1,380 instead of P170 as given by the court below, some of the sums allowed as credits by the trial court having been paid as expenses rather than as fees.

The judgment of the court below is affirmed, except that the sum recovered shall be P1,050 instead of P1,210. So ordered.

Torres, Mapa, Johnson, and Carson, JJ., concur.

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