

43 Phil. 419

[ G. R. No. 17760. June 01, 1922 ]

**FRANCISCO A. DELGADO, PLAINTIFF AND APPELLANT, VS. ESTEBAN DE LA RAMA, DEFENDANT AND APPELLANT.**

## **D E C I S I O N**

### **VILLAMOR, J.:**

In this case the plaintiff seeks to recover from the defendant the sum of P60,000, with interest thereon and costs, as the value of the professional services rendered by him to the defendant in two civil cases filed in the Court of First Instance of Occidental Negros for damages. In the first of said cases, bearing number 1798, the sum of P1,110,000 was involved, and in the second, bearing number 1799, the sum of P72,952.

The defendant acknowledges that, considering the circumstances of the case, the plaintiff is entitled to the sum of P5,000 for his professional services, and he stands ready to pay it. And, as a counterclaim, he alleges that, on account of the compromise of the said cases Nos. 1798 and 1799, he sustained damages in a net sum of not less than P60,000, and has, moreover, been compelled to pay to the attorneys for the plaintiff in the aforesaid cases the sum of P10,000 as their fees; wherefore, he asks that the plaintiff be sentenced to pay P70,000 with interest and costs.

The court *a quo* decided the case, sentencing the defendant to pay the plaintiff the sum of P10,000 as the latter's fees, with legal interest thereon from August 6, 1920, and the costs.

Both parties have appealed in due time and form, and now the defendant asks that the judgment appealed from be reversed, declaring that the plaintiff is entitled to the sum of P5,000 only as his fees, and that judgment be entered overruling the demurrer filed by the plaintiff to the defendant's counterclaim, and ordering, after reversing the order rejecting the counterclaim, that the record be remanded for subsequent proceedings on the counterclaim set up.

There is no question as to the reality of the professional services rendered by the plaintiff. The only question resolves itself into the determination of the amount of the fees claimed, for, while the plaintiff fixes them at P60,000, the defendant is only willing to pay P5,000.

The circumstances to be considered in determining the compensation of an attorney may be found in the textbooks, and are: The amount and character of the services rendered ; the labor, time, and trouble involved; the nature and importance of the litigation or business in which the services were rendered; the responsibility imposed; the amount of money or the value of the property affected by the controversy, or involved in the employment; the skill and experience called for in the performance of the services; the professional character and social standing of the attorney; the results secured; and whether or not the fee is absolute or contingent, it being a recognized rule that an attorney may properly charge a much larger fee when it is to be contingent than when it is not. The financial ability of the defendant may also be considered by the jury, not to enhance the amount above a reasonable compensation, but to determine whether or not he is able to pay a fair and just compensation for the services rendered, or as an incident in ascertaining the importance and gravity of the interests involved in the litigation. But what is a reasonable fee must in a large measure depend upon the facts of each particular case, and be determined like any other fact in issue in a judicial proceeding. While opinions are receivable and entitled to due weight, the courts are also well qualified to form an independent judgment on such questions and it is their duty to do so. (6 C. J., pp. 750-752.)

Section 29 of the Code of Civil Procedure provides:

“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.”

There is no doubt that the plaintiff is entitled to recover from his client the reasonable value of his professional services. Taking into consideration the testimony of the two distinguished

attorneys, Messrs. William A. Kincaid and Eusebio Orense, both of long experience and unimpeachable standing, who affirm that the services rendered by attorney Delgado deserve a compensation of from P25,000 to P30,000; and the further facts that the amount involved in the aforesaid cases Nos. 1798 and 1799 of the Court of First Instance of Occidental Negros was over P1,000,000, without taking into account the cases that seemed to depend upon the decision of those two; that in the settlement of said cases, instead of paying damages, the defendant succeeded in recovering P210,000, as stated in the judgment appealed from; that, according to the judgment appealed from, the plaintiff is, and for several years passed has been practicing in Manila, where he has a large clientele, and is recognized as one of the best lawyers of this forum; that, moreover, on account of their importance, plaintiff employed all his attention in the study of those cases, thereby causing him to lay aside others and to be absent from his law office for several days to attend personally at the trial of those cases, we believe that the sum of P15,000 is a fair compensation for his professional services.

True, that before going to the United States, the plaintiff had sent the defendant a bill for the sum of P10,000 for professional services, but his bill having been rejected by said defendant, the parties stand in the same position as though no express promise were made by the defendant, nor any agreement entered into by the parties regarding the fees, and the plaintiff is entitled to recover his fees on the basis of "quantum meruit."

The principles governing such cases are found in volume 6, Corpus Juris, p. 730: "The absence of an express promise on a client's part to pay will not, however, prejudice recovery, if the employment is fairly made out from all the attendant circumstances. Acts of recognition or acceptance are in general equivalent to a prior engagement. Thus acquiescence by a client in his attorney's conduct may supply the place of request to act, provided the case was such that the client might reasonably know that he would be expected to pay for the service. The same would be true where a client by his acts induced his attorney to believe that his services were desired."

It should be noted that the first bill for P10,000 was sent by the plaintiff, almost out of courtesy, to his friend, now the defendant, without special consideration of the merit of his professional services and probably for the reason that he was about to go on a long and costly journey to the United States. But the defendant having refused to pay the bill, and compelled plaintiff to ignore friendship and the prospect of having a good client, we are of the opinion that he is not estopped from setting up a different claim, as he did, demanding the sum of P60,000 as fees, which amount must, to our mind, be reduced to P15,000 as

reasonable compensation for the services rendered the defendant, by virtue of the considerations above set forth.

As to the defendant's counterclaim for the sum of P70,000 which the defendant alleges to have lost in the compromise of the aforesaid cases Nos. 1798 and 1799, we are of the opinion that no error was committed by the court a quo in sustaining the demurrer presented by the plaintiff to the counterclaim. The defendant alleges that he was compelled to compromise the aforementioned cases on account of the plaintiff's withdrawal for the purpose of going to the States. This allegation, however, is contradicted by the testimony of the plaintiff to the effect that he withdrew from the aforementioned cases with the latter's consent, and that was after having prepared a brief for the attorney, Lopez Vito, who was designated by the defendant himself to substitute the plaintiff, Mr. Delgado, and furnished all the information necessary for him to take charge of the case. Moreover, the plaintiff assured the defendant that, should his presence be necessary in the trial to be continued on April 21, he would go back to Occidental Negros to take part in the defense, and would even postpone his intended trip to the United States until the courts' vacation as he did, not having left for the United States until after he was informed that the trial of the case had been postponed until the regular sessions of the court in the month of July or August.

The contention of the defendant that Mr. Delgado's retirement from the case was the determining cause of the compromise of those cases is untenable. There is no proof that the plaintiff has bound himself necessarily to win those cases; on the contrary, it appears from the record that after studying them, he was of the opinion that the defendant's position in those cases pending against him was quite delicate, and in rendering his opinion on the matter, even before the filing of the two complaints in the Court of First Instance of Occidental Negros, he told the defendant that if in the decision of those two cases, he was not ordered to pay an indemnity it could be considered a success, and the result of the compromise was that the defendant not only has not paid anything, but on the contrary recovered the sum of P210,000.

For the foregoing reasons, we modify the judgment appealed from, and sentence the defendant Esteban de la Rama to pay the plaintiff Francisco A. Delgado the sum of fifteen thousand pesos (P15,000) as fees, with the costs of this instance. So ordered.

*Araullo, C. J., Malcolm, Avanceña, Ostrand, and Romualdez, JJ., concur.*

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