Supreme Court E-Library

SO ORDERED.

Teehankee (Acting C.J.), Barredo, Concepcion Jr., Fernandez, Guerrero, Abad Santos, De Castro, and *Melencio Herrera, JJ.*, concur.

Fernando (C.J.), Makasiar, Antonio and *Santos, JJ.*, are abroad.

FIRST DIVISION

[G.R. No. L-31623. September 25, 1979]

ILOCOS NORTE COCONUT PRODUCERS ASSOCIATION, INC., *petitioner, vs.* **JOHN F. NORTHCOTT, JR. & ROBERT PATRICK NORTHCOTT,** *respondents.*

SYLLABUS

CIVIL LAW; DAMAGES; ATTORNEY'S FEES; DETERMINATION THEREOF DOES NOT PREVENT THE TERMINATION OF THE PETITION IN CASE AT BAR.— In a Resolution promulgated on November 26, 1973, this Court decreed: "ACCORDINGLY, the compromise agreement is approved, and the parties are hereby enjoined to comply faithfully with its terms. After this resolution shall have become final, let the record be remanded to the Court of First Instance of Ilocos Norte which is hereby ordered to hear and determine, on the basis of *quantum meruit*, the amount of the attorney's fee that may be due to Atty. Manuel V. San Jose. Let the corresponding lien be constituted upon the 7-hectare land retained by the respondents Northcotts under the deed of donation. No costs." Inadvertently, the aforesaid Resolution was promulgated only in G.R. No. L-31865 and not in G.R. No. L-31623, so that the latter case has remained pending in the docket of this Court. In the meantime, in L-31865, the records were remanded on January 4, 1974 and entry of

Supreme Court E-Library

judgment made on November 29, 1976. Considering, however, that the sole petitioner in G.R. No. L-31623 is also a petitioner in G.R. No. L-31865, and that the two cases have the same subject matter, and identical causes of action, it is plain to see that the Resolution of this Court of November 26, 1973, *supra,* covered and resolved the two cases. The intendment to consider them as consolidated is evident from the Resolutions dated April 21, 1970, February 23, 1971 and March 5, 1971, *supra.* The matter of the determination of attorney's fees is no obstacle to writing finish to this Petition as well, specially considering that the corresponding lien therefor has been constituted, and with the lapse of time, may have been settled to the satisfaction of the parties concerned.

RESOLUTION

MELENCIO-HERRERA, *J.*:

This is a Petition for Review on *Certiorari* of the Amended Decision of the Court of First Instance of Ilocos Norte, at Laoag City, in its Civil Case No. 4235, declaring valid the redemption made by respondents, John F. Northcott, Jr. and Robert Patrick Northcott, of a parcel of land purchased by petitioner, Ilocos Norte Coconut Producers Association, Inc., at a public auction sale for tax delinquency. This Petition docketed as G.R. No. L-31623, was filed on March 11, 1970 by petitioner through Atty. Eustaquio Bumanlag. The Petition prayed that the Amended Decision of the lower Court be reversed for lack of jurisdiction and abuse of discretion. The Petition was given due course on March 13, 1970.[1]

The records disclose that on March 6, 1970, another similar Petition for Review on *Certiorari* of the same Amended Decision was filed by Attys. Hermenigildo A. Preto and Antonio Foronda, on behalf of petitioner and others, this time docketed as G.R. No. L-31865, entitled:

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[1] p. 44, *Rollo.*

Supreme Court E-Library

PEDRO CABILDO, as Provincial Treasurer, Ilocos Norte, ADOLFO CALAPINI, as Municipal Treasurer, Burgos Ilocos Norte and THE ILOCOS NORTE COCONUT PRODUCERS ASSOCIATION, INC.

- *vs* -

HONORABLE RICARDO Y. NAVARRO, Judge of the Court of First Instance, Laoag City, Ilocos Norte, JOHN F. NORTHCOTT JR., and ROBERT PATRICK NORTHCOTT.

That Petition likewise sought to annul the Amended Decision rendered by the lower Court.

On April 21, 1970, upon Motion for clarification by respondents NORTHCOTTS, this Court resolved to direct them to file a consolidated Answer to both Petitions.[2]

It bears emphasizing that G.R. Nos. L-31623 and L-31865 involve the same principal parties, the same Amended Decision in Civil Case No. 4235 of the lower Court, and the same cause of action, except that they were filed by different lawyers.

On February 23, 1971, this Court resolved:

"*L-31865* (*Pedro Cabildo, etc., et al., vs. Hon. Ricardo Y. Navarro, etc., et al.*) and *L-31623* (*Ilocos Norte Coconut Producers Association vs. John F. Northcott, Jr., et al.*). — Petitioners in L-31865, having failed to file a reply brief within the period which expired on January 18, 1971, this case is hereby considered submitted for decision WITHOUT SAID PETITIONERS' REPLY BRIEF. Case No. *L-31623* is likewise submitted for decision, respondents having failed to file their brief within the period which expired on August 8, 1970."[3] (Italics ours)

On March 5, 1971, this Court also issued a Resolution of the following tenor:

"*L-31623* (*Ilocos Norte Coconut Producers Association vs. John F. Northcott, Jr., et al.*) and *L-31865* (*Pedro Cabildo, etc., et al. vs. Hon. Ricardo Y. Navarro, etc., et al.*). — As prayed for by respondents John F. Northcott, Jr., *et al.*, the resolution of February

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[2] p. 50, *ibid.*

[3] p. 115, *Rollo*, G.R. No. L-31865.

Supreme Court E-Library

23, 1971 is hereby RECONSIDERED and said respondents' prayer that the brief submitted by them in Case No. *L-31865* be likewise considered as the brief for respondents in Case No. L-31623, is GRANTED."[4] (Italics supplied)

On August 8, 1973, the parties, assisted by their respective counsel, jointly filed a Motion to Approve Compromise Agreement and to consider the case terminated.[5] It was filed in L-31865. and attached to the *Rollo* of that case only. In that Agreement, Petitioner Ilocos Norte Coconut Producers Association and the NORTHCOTTS donated the entire land in litigation to the Provincial Government of Ilocos Norte, with the exception of 14 hectares which they retained in equal shares of 7 hectares each.

On August 30, 1973, the Provincial Board of Ilocos Norte took note of the aforesaid Compromise Agreement and expressed its gratitude to the parties for the donation of the land to the province.

In a Resolution promulgated on November 26, 1973, this Court decreed:

"ACCORDINGLY, the compromise agreement is approved, and the parties are hereby enjoined to comply faithfully with its terms. After this resolution shall have become final, let the record be remanded to the Court of First Instance of Ilocos Norte which is hereby ordered to hear and determine, on the basis of *quantum meruit,* the amount of the attorney's fee that may be due to Atty. Manuel V. San Jose. Let the corresponding lien be constituted upon the 7-hectare land retained by the respondents Northcotts under the deed of donation. No costs."[6]

Inadvertently, the aforesaid Resolution was promulgated only in G.R. No. L-31865 and not in G.R. No. L-31623, so that the latter case has remained pending in the docket of this Court. In the meantime, in L-31865, the records were remanded on

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[4] p. 118. *ibid.*

[5] p. 120. *ibid.*

[6] pp. 150-154. *ibid.*

Supreme Court E-Library

January 4, 1974 and entry of judgment made on November 29, 1976.

Considering, however, that the sole petitioner in G.R. No. L-31623 is also a petitioner in G.R. No. L-31865, and that the two cases have the same subject matter, and identical causes of action, it is plain to see that the Resolution of this Court of November 26, 1973, *supra*, covered and resolved the two cases. The intendment to consider them as consolidated is evident from the Resolutions dated April 21, 1970, February 23, 1971 and March 5, 1971, *supra*. The matter of the determination of attorney's fees is no obstacle to writing finish to this Petition as well, specially considering that the corresponding lien therefor has been constituted, and with the lapse of time, may have been settled to the satisfaction of the parties concerned.

ACCORDINGLY, let this case (G.R. No. L-31623) be, as it is hereby, declared terminated.

No costs.

SO ORDERED.

Teehankee (Acting C.J.), Fernandez, Guerrero, and *De Castro, JJ.*, concur.

Makasiar, J., is on leave.