

102 Phil. 940

[Administrative Case No. 195. January 31, 1958]

IN RE: ATTORNEY JESUS T. QUIAMBAO, RESPONDENT.

D E C I S I O N

PADILLA, J.:

On 17 May 1954 the Court of Appeals rendered judgment in CA-GR No. 11104-R, Pedro R. Peralta, plaintiff-appellee vs. Jesus T. Quiambao, defendant-appellant, affirming that of the Court of First Instance of Rizal (case No. 1783) and transmitted the record of the case to this Court for whatever action it may deem proper to take against Attorney Jesus T. Quiambao for having committed acts unbecoming a member of the Bar.

It appears that sometime in January 1949 Manuel Quiambao, an agent of the Yek Tong Lin Fire & Marine Insurance Company offered for sale to Pedro R. Peralta a parcel of land located in barrio Moriones, Tarlac, Tarlac, containing an area of 44 hectares for P15,000. Peralta accepted the offer, and on 7 February 1949 he opened a checking account with the Tarlac branch of the Philippines National Bank by depositing therewith the sum of P11,000. With a check of P11,000 drawn upon the bank in Manila, Peralta and Manuel Quiambao proceeded to Manila and contacted Attorney Jesus T. Quiambao, brother of Manuel, at his house to seek his help in the purchase of the parcel of land. On 9 February Peralta and the two brothers cashed the check at the bank in Escolta and repaired to the law office of Honesto K. Bausa, attorney for the Yek Tong Lin Fire & Marine Insurance Company, at the Regina building, where upon reaching the door Peralta handed to Attorney Jesus T. Quiambao the sum of P11,000. Attorney Quiambao went inside the office of Attorney Bausa, where he stayed for about an hour, leaving Peralta at the door waiting for him. As he emerged from the law office, Attorney Quiambao told Peralta to wait for a while because "they will place your name in the title," and later on executed a document (Exhibit A), acknowledging receipt from Peralta of the sum of P12,000 to be kept by the former as attorney-in-fact of the latter pending issuance of the title to the parcel of land. The receipt acknowledges the sum of P12,000, because Peralta had given Attorney Quiambao the sum of

P1,000 as earnest money. Days passed and as Peralta did not receive the title to the parcel of land, he went to the office of the Yek Tong Lin Fire & Marine Insurance Company to inquire whether the title to the parcel of land had already been issued in his name and there he learned from the bookkeeper of the company that the title had not yet been issued in his name. He then demanded the return of the sum of P12,000 from Attorney Jesus T. Quiambao but the later failed to return it to him.

Attorney Jesus T. Quiambao does not deny having received the sum of P12,000 from Peralta, but claims that the same had been returned to him by installments through his brother Manuel Quiambao, who was Peralta's friend, and in whose house Peralta and his family lived; that he gave Attorney Bausa the sum of P500 as earnest money when they went to see him; that the balance of P12,000 was left in his custody; that Peralta was authorized to take possession of the property and make improvements on it pending actual transfer to him; that the balance of P12,500 was left in his (Attorney Quiambao's) custody was withdrawn from him by his brother Manuel by authority of Peralta; that the first withdrawal in the sum of P3,000 was made sometime in the first week of March 1949, the second in the sum of P4,000 in April 1949, the third in the sum of P3,000 or P2,000 on or about the 24th of May, 1949, and the last for the balance of the sum, paid by his wife, sometime in June 1949; that he and his wife did not ask any receipt for all the withdrawals; that all these sums were spent to build an earth dam in the parcel of land, to hire a bulldozer, to buy seedlings, and to construct houses for 28 tenants, except the sum of P4,000, withdrawn by Manuel Quiambao by way of loan from Peralta, which the former promised to pay to the latter as soon as he would secure a loan from the Rehabilitation Finance Corporation; that, on 10 March 1950, a document (Exhibit 1) was signed by Jesus T. Quiambao, Pedro R. Peralta and Manuel Quiambao reciting, among others, that the sum of P12,000 in the custody of Attorney Quiambao was periodically withdrawn from him by Manuel Quiambao at the behest and/or with the knowledge and consent of Pedro R. Peralta; and that on that same day Pedro R. Peralta executed another document (Exhibit 2) releasing Attorney Jesus T. Quiambao from liability for the sum of P12,000 entrusted to him. It recites-

To Whom It May Concern:

This is to certify that I should collect the sum of TWELVE THOUSAND PESOS, (P12,000.00) from Mr. Manuel Quiambao, from the proceeds of the sale of his property, as satisfaction of the money receipted by Mr. Jesus T. Quiambao and

withdrawn from him with my knowledge and consent.

This is made in order to secure the realization of said sum from Mr. Manuel Quiambao exclusively.

Manila, March 10, 1950.

(Sgd.) Pedro Peralta

The Court of Appeals is of the opinion that Attorney Jesus T. Quiambao engineered the whole scheme to induce, through his brother Manuel, Pedro R. Peralta to purchase the parcel of land in question, knowing fully well that it was not for sale because the Yek Tong Lin Fire & Marine Insurance Company was just a mortgagee and not in a position to sell it. In that way he succeeded in taking from Peralta the sum of P12,000 which he appropriated for his own use and benefit; that he fraudulently and maliciously induced Peralta to sign the document marked Exhibit 1, thereby relieving him from the obligation of paying the said sum to Peralta and at the same time caused the latter to execute another document marked Exhibit 2 where Peralta undertook to collect from Manuel Quiambao the whole sum of P12,000.

The respondent attorney was required by this Court to answer the charges against him. In his answer he set up the same defenses he had set up in case No. 1783 of the Court of First Instance of Rizal and CA-GR No. 11104-R of the Court of Appeals which were overruled by the two Courts.

By his acts the respondent has shown that he is unworthy to continue as a member of the Bar. He is, therefore, disbarred from the practice of law.

Paras, C. J., Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Endencia, and Felix, JJ., concur.