

Title: Julian Spouses vs. Attorneys Ameurfina Respicio-Salenda and Belen E. Tuy

Facts:

The case revolves around a Deed of Absolute Sale crafted on the 19th of December, 1976, at the residence of the complainant spouses Pablo V. Julian and Irene Basilio-Julian. Attorney Belen E. Tuy had prepared a document for the transfer of Mr. Julian's ownership rights over a portion of land to Alpha Motor Sales & Services, Inc. The spouses Julian, however, refused to sign the sale document as it did not mention the purchase price. They sought advice from their lawyer, Attorney Ameurfina Respicio-Salenda, who assured them that it was fine to sign even though the document lacked the mention of consideration. The spouses signed the document, leaving the purchase price to be filled in later.

Subsequently, they discovered that the amount inserted was P18,000 instead of the agreed P36,000. Moreover, the manner of payment was altered without their consent. Attempts to resolve the matter failed, and the Julian spouses eventually found themselves pursuing a legal action for the reformation of the sale document in Civil Case No. 6444-VI, which was dismissed.

The complaint against Attorneys Respicio-Salenda and Tuy included allegations of deceit, malpractice, misconduct, and failure to properly represent the Julian spouses in the said civil case, as well as unwarranted solicitation of money from the spouses.

Issues:

1. Whether Attorney Respicio-Salenda committed deceit and misconduct in her representation of the Julian spouses.
2. Whether Attorney Respicio-Salenda was negligent in her duty when she notarized the incomplete Deed of Absolute Sale.
3. Whether Attorney Belen E. Tuy committed deceit and gross misconduct in her dealings with the Julian spouses.
4. Whether Attorneys Respicio-Salenda and Tuy deserve to be disbarred.

Court's Decision:

Addressing the issues against Attorney Ameurfina Respicio-Salenda first, the Supreme Court found no justifiable reason to disbar her. It recognized that Respicio-Salenda had indeed provided professional advice to the Julian spouses about the Deed of Absolute Sale and took necessary actions to understand and clarify their agreement with Attorney Tuy. The Court reasoned that Respicio-Salenda did what she could for her clients and showed diligence by

explaining the contents of the deed and taking care of their interests to the best of her ability. However, the Court reprimanded her for notarizing the document without the completion of a critical element—the purchase price—thereby showing negligence in her duty as a notary public. The Court dismissed the complaint for disbarment in relation to *Respicio-Salenda* but warned that similar conduct in the future would result in more severe consequences.

Turning to Attorney Belen E. Tuy, she never filed an answer to the complaint, nor did she comply with the Court’s resolution requiring her to do so. The Court interpreted her omission as inexcusable conduct and suspended her from the practice of law until further orders.

Doctrine:

The Court, in this case, reiterates the importance of diligence and care in the execution of a lawyer’s duties, both as a legal counsel and as a notary public. Particularly, it emphasizes the responsibility of a notary public to ensure that documents are complete and accurate before notarizing them.

Historical Background:

At the time of the described events—1976 and the period following—the Philippines was navigating a complex political landscape under martial law declared by then-President Ferdinand Marcos. The integrity and efficiency of legal processes were under public scrutiny, and the high standards expected of legal professionals were paramount, especially due to heightened awareness and calls for justice and proper legal representation in a time of political upheaval. This context may have influenced the complainants’ sensitivity to the conduct of their legal representatives and might have played a role in the administrative action pursued by the Julian spouses.