

FLORA BAGUISA & RUFINO BAGUISA, COMPLAINANTS, VS. ALEJANDRO A. DE GUZMAN, RESPONDENT.*Adm. Case No. 738. March 29, 1972*

Ponente: CASTRO, J.

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The respondent Alejandro A. de Guzman (admitted to the practice of law on January 21, 1955) was charged administratively before this Court by the spouses Flora Baguisa and Rufino Baguisa on two counts: (a) gross negligence in the performance of his duties as lawyer for the said spouses, and (b) betrayal of confidential communications made to him by them as his clients. Following the filing by de Guzman of his answer, this Court, by resolution of February 3, 1967, referred the case to the Solicitor General for investigation, report and recommendation.

On February 24, 1972, after inquiry duly had, the Solicitor General filed his report, recommending dismissal of the charges. Our thoroughgoing examination of this report and the entire record of the case show no cogent reason why we should not accept the said recommendation.

The complainants Baguisas claim that sometime in May, 1961 they requested de Guzman to prepare a deed of sale, covering a bulldozer, for the signature of one Jacinto Matias and the latter's wife, in favor of the Baguisas. They allege that this document would put in proper form the verbal agreement between the parties respecting such sale. The complainants charge that de Guzman negligently omitted the preparation of the said document; de Guzman denies that any such request was ever made to him.

At all events, it would appear that on June 9, 1961, an option sale covering the same bulldozer was executed by the Baguisas in favor of one Gloria Gener. Three days thereafter, or on June 12, 1961, the Baguisas executed a special power of attorney in favor of Guzman, authorizing the latter to negotiate with Gener or any other party for the final sale of the bulldozer. On the following day, June 13, de Guzman, as attorney-in-fact of the Baguisas, executed a deed of sale covering the equipment in favor of Gener for the sum of P18,000, with P6,125 as down payment, the balance to be paid in installments during a period of six months, secured by chattel mortgage in favor of the Baguisas.

The subsequent happenings are not altogether clear. It appears, however, that the Baguisas later commenced two separate civil actions: (a) the first, in the Court of First Instance of Nueva Ecija against Loreto Sta. Ines and Jacinto Matias to compel execution of the proper deed of sale covering the transfer of the bulldozer from the latter to the Baguisas, and (b) the second, in Quezon City against Gloria Gener for replevin directed at the recovery of the possession of the same bulldozer.

Upon a subsequent date, Jacinto Matias in turn lodged with the City Fiscal's Office of Manila a criminal action for estafa, charging the Baguisas and de Guzman with unauthorized disposal of the bulldozer. On March 7, 1963 de

Guzman moved the Fiscal to drop the charges as him, declaring in substance that all his actuations relative to the bulldozer were in accordance with the special power of attorney executed in his favor by the Baguisas. Further, de Guzman averred in his motion to dismiss that he received assurance from the Baguisas that the bulldozer, "subject matter of the Special Power of Attorney, really belong[ed] to them * * * that furthermore, the respondent/movant has personal knowledge that [due to] the failure of the party in whose favor the subject bulldozer was sold, to make the stipulated payments, the complainants Rufino Baguisa and Flora Baguisa instituted a court action in Quezon City against the said party [Gloria Gener]" The City Fiscal heeded his motion and dismissed the charges against de Guzman.

The present administrative charges against de Guzman are two-pronged. First, de Guzman allegedly neglected to prepare the deed of sale which supposedly would put in proper form the verbal agreement covering the transfer of the bulldozer from the Matias spouses to the Baguisas. This negligence allegedly resulted in the latter's having to litigate, as they did, in court for the protection of their interest over the said equipment. Second, in filing the above-mentioned motion to dismiss with the City Fiscal of Manila, de Guzman betrayed the confidence entrusted to him by the Baguisas.

As with the Solicitor General, this Court is confronted with the contradicting declarations of the Baguisas and de Guzman respecting the nature and extent of the legal relation that existed between them during the whole period that the bulldozer was being peddled about. The believable circumstances surrounding their dealings, however, lend credence to the claim of de Guzman that the Baguisas never sought his legal advice and opinion concerning their rights or obligations relative to the bulldozer. Absent any indubitable evidence that some other legal relation existed between the parties to this case, we cannot but assume that the written special power of attorney executed by the Baguisas in favor of de Guzman contains all the material and relevant terms of their legal relationship. De Guzman was therein authorized merely to negotiate for the final sale of the equipment because, as he puts it, the Baguisas were apprehensive about the alleged wily character of the buyer, Gloria Gener.

We have carefully examined the said power of attorney, having an eye for an indication, however tangential, that an attorney-client relationship was envisioned by the parties thereto. The word "attorney" in the document, while too often confused by laymen with the title associated with members of the Bar, is far from controlling the substance of the authority conferred therein. As it happens, the text of the said power of attorney comes in the familiar form that may be lifted out of any of the legal formsbooks widely available to anyone. It contemplated nothing more than the civil law concept of agency. It did not and could not create a distinct legal relation of attorney and client. For, if indeed the Baguisas had, in the premises, retained de Guzman as a lawyer, why was there need for the limited and special power of attorney? Moreover, the complainants have not shown that subsequent to the execution of the said document a relationship avowedly professional came into being between them and de Guzman. As a matter of fact, in the two separate civil suits brought by them against the Matias spouses and Gener, the Baguisas availed of the legal services of some other lawyer.

The Baguisas claim that they paid de Guzman P600 precisely in consideration for the "legal services" rendered by the latter. De Guzman, upon the other hand, admits having received the sum of only P400, and this not by way of attorney's fees but as reimbursement for expenses actually incurred by him plus compensation as agent of the Baguisas. De Guzman's claim is consistent with the terms of the special power of attorney. He had to travel from Gapan, Nueva Ecija to Quezon City on several occasions to negotiate with Gener and finalize with the latter the deed of sale of June 13, 1961. It is understandable that as agent he should be reimbursed for his expenses and compensated for his efforts.

In the totality of the circumstances above-described, any subsequent testimony of de Guzman respecting the contract of agency he had with the Baguisas, although tending to inculcate the latter, does not fall in the category

of privileged communications protected by the Rules of Court.[1] "There are many cases in which an attorney is employed in transacting business, not properly professional, and where the same might have been transacted by another agent. In such cases the fact that the agent sustains the character of an attorney does not render the communications attending it, privileged; and they may be testified to by him, as by any other agent." [2]

Nor can this Court believe the complainants' charge that, inspite of their persistent request, de Guzman neglected to prepare the deed of sale transferring the ownership of the bulldozer from the Matias spouses to them. In the civil action brought by the Baguisas against the Matias spouses to compel execution of the deed of sale, Flora Baguisa testified:

"That was probably around July since the bulldozer was not paid to me in full by Mrs. Gener and we agreed she would pay me P2,000 a month and since I still have a balance of more than P2,000 in favor of Mr. Matias, we agreed that I would pay it to him little by little in as much as Mrs. Gener has not yet completed the payment and we also agreed that the deed of sale would be made after payment is completed."

No doubt then that the Baguisas could not have contemplated, as early as May 1961, the execution of any such deed of sale, let alone requested de Guzman to prepare the same in final form. There is thus no basis for the charge of gross negligence.

ACCORDINGLY , we dismiss the present complaint against the respondent Alejandro A. de Guzman.

Concepcion, C.J., Reyes, J.B.L., Makalintal, Zaldivar, Fernando, Teehankee, Barredo, Villamor, and Makasiar, concur.

[1] Sec. 21, Rule 130 of the Revised Rules of Court.

[2] Hatten vs. Robinso, 14 Pac. (Mass.), 416, 25 Am. Dec. 415, cited in 5 Moran, Comments on the Rules of Court, 1970 edition (Phoenix Press, Inc., Quezon City), p. 200.

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