

MAXIMA T. VIUDA DE VELOSO, COMPLAINANT, VS. CASIMIRO V. MADARANG, RESPONDENT.*Per. Rec. No. 3633. August 17, 1935*

Ponente: IMPERIAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/1fe02ac1e12e/>**IMPERIAL, J.:**

The complaint for malpractice filed by the complainant against the respondent attorney contains three charges: First, that the respondent, as attorney for the complainant, illegally retained the sum of P77 which she delivered to him on two occasions, to be sent to the Lyric Music House, in Manila, in payment of two monthly installments then due, and notwithstanding her demands for the return of the money, the respondent refused to do so and continues illegally to retain it; second, that after the manager of and the attorney for the Lyric Music House had rejected payment of the P77, the respondent unlawfully counselled the complainant that she and the old woman Vicenta Lucero should fictitiously transfer their properties for the purpose of avoiding their attachment, and sale at public auction in case the Lyric Music House should bring an action against the complainant and obtain favorable judgment; and third, that in order to carry out his advice and the fraudulent transfers, the respondent delivered to the complainant five blank sheets of typewriting paper, each of which was stamped with his notarial seal, for Vicenta Lucero to sign and to be returned to him for the preparation of said transfeis. After the sheets had been signed and delivered to the respondent, he refused to return them to the complainant when requested to do so, except two or three thereof, retaining the rest of the blank sheets with the signature of Vicenta Lucero against the will of the complainant.

The facts proven at the investigation are substantially as follows: the complainant bought a piano on the installment plan from the Lyric Music House, in Manila, binding herself to pay P25 monthly. To secure the payment of the stipulated price, she constituted a mortgage on said piano. The mortgage deed was signed by Dolores Regis, the respondent's wife, as guarantor. The complainant failed to pay three monthly installments amounting to P77 including interest thereon. The attorney for the creditor demanded payment of this sum of the complainant. After the period fixed by the attorney for the creditor had already elapsed, the complainant, on two occasions, delivered P77 to the respondent to be paid by him to the creditor and to prevail upon the latter not to charge her either the interest or the proportionate part of the attorney's fees agreed upon. The respondent purchased a money order for said sum and sent it to a student in Manila, requesting the latter to deliver it to the manager of the Lyric Music House and ask for the condonation of the interest and the proportionate part of the attorney's fees. The friend in question failed to settle the matter because the attorney for the creditor refused to accept the money unless the interest and proportionate part of his fees were paid. The respondent then engaged the services of Attorney Arsenio Villanueva of Manila, who likewise failed to have the money accepted. After the money had been returned to the respondent, which he cashed, he informed the complainant of the failure of his efforts. The complainant demanded the return of the money but respondent refused to do so and paid no attention to her. Further demands followed, until the respondent informed the complainant that he had acted on her behalf and also had engaged the services of Attorney Villanueva of Manila, and would charge the complainant for professional services, retaining the sum of P77 on account thereof. The complainant objected to the payment of

the fees charged and there naturally arose a dispute between them which culminated in the filing of the charges.

When the complainant was informed that the attorney for the creditor had refused the payment of P77 the respondent advised her to raise funds by borrowing 1N500 from one Roque Mendez of Sibonga, and to secure the obligation with a mortgage on Vicenta Lucero's house and lot. The complainant accepted the advice and to consummate the loan and the mortgage the respondent delivered to the complainant or her daughter-several blank sheets of paper, each of which was stamped with his notarial seal, to be signed by Vicenta Lucero and returned to him later for the purpose of preparing the deeds. The signatures were obtained and the blank sheets were likewise sent to the respondent. When the dispute arose between the respondent and the complainant, the latter believed that there were five sheets signed by Vicenta Lucero and demanded their return. The respondent returned three of the five sheets claimed by the complainant.

The foregoing facts, in our opinion, have been established by a preponderance of the evidence presented.

With reference to the first charge, although we do not sympathize with the conduct of the respondent attorney and it does not merit our approval, we are of the opinion, in view of all the circumstances, that he was, in a sense, justified in retaining the funds entrusted to him because he believed in good faith that he was entitled to some compensation for the services actually rendered by him in endeavoring to bring about the acceptance of the payment by the creditor without collecting interest thereon nor the proportionate part of the attorney's fees agreed upon. (Sec. 37 of the Code of Civil Procedure.) We refrain, however, from expressly deciding whether the respondent, under the circumstances, would be entitled to receive fees for professional services from the complainant and, if so, what amount. We leave this question open so that the parties may resort to the competent court, if they so desire, for the purpose of enforcing any right they may have. In order to terminate the question pending before us relative to the sum of P77, the respondent is hereby ordered to return the money to the complainant within ten (10) days from notice of this decision.

As to the second charge, it appears that the respondent's wife had secured compliance by the complainant with the terms of the chattel mortgage constituted including the payment of the installments fixed, having signed the document jointly with the complainant. Bearing this circumstance in mind, we deem it absurd to admit that the respondent had really counselled the complainant so that she and Vicenta Lucero should execute fictitious documents of conveyance of their properties for the purpose of frustrating any judgment that the creditor might obtain against the former, because such an act would jeopardize not only the paraphernal property of the respondent's wife but perhaps also of her conjugal property in which the respondent participates by operation of law. It follows therefore that the second charge is not sufficiently established.

As to the last charge, we conclude that it has not been clearly proven that the respondent refused to return to the complainant all the blank sheets signed by Vicenta Lucero for the preparation of the deed of mortgage which the latter was to execute on the advice of the respondent in order to obtain the loan of P500. Our conclusion is based on the apparent truth of the respondent's theory that Vicenta Lucero's signatures on Exhibits 7 and 7-A are not genuine but forged, compared with those on Exhibits C and C-1. The respondent himself admitted, however, that he had delivered the five blank sheets bearing his notarial seal to the complainant or her daughter and this practice is unbecoming and censurable in a notary public, much more so in the present case because the respondent is also a practicing attorney.

Wherefore, we exonerate the respondent from the three charges above stated but hold him liable to a reprimand for having parted with the blank sheets bearing his notarial seal, which reprimand is hereby given him, and he is ordered to turn over the sum of P77 to the complainant within ten (10) days from notice of this decision, and for failure to do so, he shall ipso facto be suspended from the practice of his profession as attorney until he complies

herewith. So ordered.

Avanceña, C.J., Malcolm, Villa-Real, Abad Santos, Hull, Vickers, Butte, Goddard, and Recto, JJ., concur.

Respondent reprimanded, and ordered the return of money unlawfully retained.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.