

MRS. REBECCA M. MIRANDA, COMPLAINANT, VS. ATTY. FRANCISCO FUENTES, RESPONDENT.

Administrative Case No. 241. April 30, 1966

Ponente: DIZON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/36cc33948704/>

DIZON, J.:

This is a disbarment proceeding based upon a complaint filed by Mrs. Rebecca M. Miranda against Atty. Francisco A. Fuentes for alleged malpractice and unethical conduct consisting in having drafted and/or acknowledged, in his capacity as notary public, a document which reads as follows:

MUTUAL AGREEMENT

"I, JOSE C. RAMILO, Filipino, of age, and with residence and postal address at Plaridel Street, City of Roxas, Philippines, hereinafter designated as PARTY OF THE FIRST PART:

"CONSUELO BORRES, Filipina, of age, and with residence and postal address at Barrio Bolo, City of Roxas, Philippines, hereinafter designated as PARTY OF THE SECOND PART:

WITNESSETH—

"That we do hereby mutually, voluntarily and freely, and without any mental reservation of any kind agree, as follows:

"1.—That we were married before the Justice of the Peace of Roxas City on March 4, 1950, but thereafter did not and have not lived together as husband and wife;

"2.—That no child was born out of our wedlock, nor have we acquired any property of any kind;

"3.—That we renounce one from the other any kind of support or claim, real or personal, now and forever;

"4.—That the PARTY OF THE FIRST PART as well as the PARTY OF THE SECOND PART have mutually agreed not to live together, and upon the signing of this Agreement, they are free to choose, as they have been, their own ways of life, both having the freedom of living with anyone, of acting in whatever fashion they like, one not being answerable to the other for the consequences thereof, nor the other having any claim or right to prosecute the first as a result of the exercise of such freedom as herein granted, but each shall be answerable unto himself therefor.

"FURTHER, deponents sayeth not.

"Done in the City of Roxas, this 4th day of November, 1953.

(Sgd.) JOSE C. RAMILO

(Sgd.) CONSUELO BORRES

WITNESSES:

(Sgd.) GERTRUDES RAMILO

(Sgd.) EDITH A. OROPIO

ACKNOWLEDGMENT

Republic of the Philippines) }
Roxas City)

S.S.

"On this 5th day of December, 1953, personally appeared before me JOSE C. RAMILO and CONSUELO BORRES, who exhibited to me their Residence Certificate No. A-2092198 issued at Roxas City on October 6, 1953, and A-2092791 issued at Roxas City on December 5th 1953, respectively, both of whom are known and to me known to be the same persons who executed the foregoing agreement and they acknowledged to me that the same is their free and voluntary act and deed.

"WITNESS my hand and seal at the City of Roxas, Philippines.

(Sgd.) F. A. FUENTES

Notary Public

Until Dec. 31, 1953.

Doc. No. 548

Page No. 12

Book No. II

Series of 1953."

The case was referred by Us to the office of the Solicitor General and the latter referred it in turn to the Provincial Fiscal of Capiz for investigation. Their respective reports are now in the record (pp. 258-265 and 266-271 respectively).

The following are substantially the facts which both investigators found proven by the evidence presented by the parties:

Sometime in November 1953, Jose C. Ramilo and his wife Consuelo C. Borres approached respondent and delivered to him the document in question—apparently to have it acknowledged. After reading it respondent proceeded to ask some questions to the spouses and elicited from them the fact that they were married in March 1950 but had never lived together as husband and wife because the parents of Ramilo were against his marrying Consuelo; that respondent made efforts to reconcile them, even going to the extent of promising Ramilo a job after the election, but his efforts were all in vain obviously because at that time Consuelo was pregnant and Ramilo denied having anything to do with her pregnancy; that after making certain corrections in the document, he gave it to his typist to be put in final form; that upon perusal of the final draft, respondent erased or crossed the words "marrying or" between the words "of" and "living" which formed part of the following sentence "Both having the freedom of marrying or living with anyone" of the original document; that respondent advised the spouses that they could not, under any circumstance, re-marry without their marriage first being annulled.

Respondent did not prepare or draft the document in question but he does not deny that it was acknowledged before him in his capacity as notary public. He alleged, however, that he agreed to do so because from what the parties had told him, it was not their intention or purpose, in executing the document, to authorize each other to live maritally with some other party or lead an immoral life. The report of the Solicitor General states the following in relation to the explanations given by respondent in the course of his testimony in connection with the objectionable portions of the document:

"Regarding the clause in paragraph 4 of the Mutual Agreement which reads as follows: 'they are free to choose, as they have been, their own ways of life, both having the freedom of living with anyone', respondent Francisco A. Fuentes explained this to mean as follows:

'ATTY. FUENTES: The clause in paragraph No. 4 stating: "They are free to choose, as they have been, their own ways of life, both having the freedom of living with anyone. What I understand this to mean from the words of Jose Ramilo and Consuelo Borres up to the time they signed this before me, was that each one was free to continue living with their own respective families; that Ramilo would continue living with his own mother and sisters without Consuelo Borres compelling him to live with her; and on the other hand, Consuelo Borres should be allowed by Jose Ramilo to continue living with her own parents in barrio Bolo, Roxas City.' (pp. 137-138, t.s.n.)

"Regarding the clause 'of acting in whatever fashion they like, one not being answerable to the other for the consequences thereof, nor the other having any claim or right to prosecute the first as a result of the exercise of such freedom as herein granted', also found in paragraph 4 of the Mutual Agreement, respondent Francisco A. Fuentes explained this to mean as follows:

'And the phrase in this same paragraph starting with the word 'of acting in whatever fashion they like, one not being answerable to the other for the consequences thereof, nor the other having any claim or right to prosecute the first as a result of the exercise of such freedom as herein granted, but each shall be answerable unto himself therefor.' From my questions of the parties on November 4, 1953, they made me understand that Consuelo Borres can continue to pursue her occupation as a masseuse in a barber shop; that when they two signed this document before me, Jose Ramilo was under the fear that the woman might compel him either to recognize the unborn baby in the stomach of the woman which Ramilo in my presence and in the presence of their witnesses told me not to belong to him. As stated sometime this morning I cancelled from the original document presented to me the clause or a paragraph permitting both to marry again, at the time the parties signed this it was my understanding that each one of them wanted to be fair against the demands of the other because of what they are and of the situation of the woman. I interpreted this clause to be innocent. I had no malice when I asked them to sign, I thought that they wanted only a written statement of what was actually existing between them. For the complainant to inject into this clause any malice or any idea that under this clause Jose Ramilo or Consuelo Borres could live a life of immorality, that interpretation and that malice can only exist in the mind of one with a wicked soul because even the most simplest phrase or harmless clause can be implemented with evil by one used to a life of lustful, lascivious and licentious way of life. That is all." (pp. 138-139, t.s.n.)

We have carefully read the document in question, particularly that portion thereof which says that "upon the signing of this Agreement, they are free to choose, as they have been, their own ways of life, both having the freedom of living with anyone, of acting in whatever fashion they like", and our impression is that the language used does not necessarily mean that the contracting parties had authorized each other to do immoral acts or to live maritally with some other man or woman, without the other having any right to complain. Of course, connecting what has been just quoted with the portion which says: "nor the other having any claim or right to prosecute the first as a result of the exercise of such freedom as herein granted", one might think that the parties really had in mind allowing each other to do anything for which he or she may be prosecuted upon the instance of the other, but considering the nature of the present case, We believe that whatever doubts may exist in the premises should be

resolved in favor of respondent. He have come to this conclusion not only because the matter of respondent's guilt of the charge under investigation appears doubtful but also because the record fully discloses that the complaint was filed by Mrs. Miranda for purposes of revenge. In this connection, it appears that respondent is the brother of Mrs. Isabel F. Adonay; that the latter, on February 11, 1955, filed charges for immorality against complainant, Mrs. Rebecca Miranda, a public school teacher at the Central Elementary School of Panitan, Capiz; that Mrs. Miranda, through a third person, asked respondent—who was Mrs. Adonay's counsel—to have his sister drop such charges for immorality and when respondent refused or failed to do so, Mrs. Miranda filed the charge for malpractice and unethical conduct against respondent on October 4, 1955. It is therefore clear that said complaint was not filed in good faith.

In view of the foregoing, We approve the recommendation of the Solicitor General to the effect that respondent be reprimanded and admonished, as he is hereby reprimanded and admonished to be more careful in the future in the acknowledgement of documents similar in kind to the one involved in this case.

Bengzon, C.J., Bautista Angelo, Concepcion, Reyes, J.B.L., Barrera, Regala, Makalintal, and Bengzon, J.P., JJ., concur.

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.