

JUDGE LUCAS D. CARPIO, COMPLAINANT, VS. FRANCISCO M. GONZALES, RESPONDENT.

Adm. Mat. No. P-2390. March 29, 1982

Ponente: MAKASIAR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/6c246be4c760/>

MAKASIAR, J.:

This administrative complaint against respondent, Francisco M. Gonzales, Deputy Clerk of Court, Court of First Instance of Davao del Sur, Branch V, was initiated by the then presiding Judge of said court, Honorable Lucas D. Carpio, charging the former with the alleged commission of irregularities in the performance of his duties and which may be categorized as grave misconduct, dishonesty, and conduct prejudicial to the best interests of the service.

Respondent Francisco M. Gonzales was appointed on November 7, 1972 as deputy clerk of court, after serving as interpreter since June 16, 1970.

In a letter dated April 5, 1977 (p. 5, rec), Judge Carpio directed the respondent to explain in writing why he should not be investigated and correspondingly disciplined for having allegedly committed the following 31 acts:

- He asked and received from Ravina the amount of P2,000.00 in connection with the Crumb case as confirmed by Atty. Florencio Gaspar.

- In connection with the case of " Navarro vs. Albores," he received the amount of P1,400.00 from Emilio Navarro; that he later sent somebody to collect from Navarro an additional amount because his contract with latter was for P2,000.00; and that he demolished the house of Albores without any court order.

- He asked and received from Atty. Carlos Cadiente the amount of P400.00 as sheriffs fees in connection with the execution of judgment a case involving the latter's client; and that he had no right to ask for the said amount as he was not the sheriff.

- He demanded from Josefina Sayago the amount of P700.00 as notarial fees in connection with the case of "Sayago, et al. vs. Azucena Kong"; that Sayago gave only the amount of P500.00 which the respondent did not turn over to the Office of the Provincial Sheriff; and that Sayago demanded the return of the P500.00 but he gave back only P250.00.

- In one case of illegal fishing, he demanded from each of the accused the sum of P200.00 so that he would reduce the bail bond fixed for them; and that he also asked the amount of P200.00 for the release of the bancas involved in the case.

- The whereabouts of the 50 plywood sheets that were donated by the Sarmiento Plywood Factory for the repair of the court.
- The appearance in the payroll of Juliet Alcantara, an alleged casual employee in the court, when the said employee never appeared for work— he also made a "cut" on the salary of another casual employee, Robert Jumilla.
- He gave only a wreath worth around P50.00 in connection with the death of the mother of one Antonio Lopez when the contributions from the CFI personnel, lawyers and others amounted to P350.00.
- He asked and received the amount of P100.00 from the NIA representative allegedly for the posting of the notice of NIA's miscellaneous cases assigned to the Court but gave only the amount of P10.00 to Sheriff Senoy for his services for the posting.
- He asked and received the- sum of P980.00 for the payment of the bond premiums in the case of Malipayon which is excessive.
- The whereabouts of the wallet of Justo Hilario containing cash in the amount of P380.00 found in a bus as reported by Attys. Marasigan and Caspar.
- He demanded from Estella Crumb the amount of P4,000.00 for his services in the preparation of a petition for certiorari; and that he also demanded from the latter "premodus" tablets.
- He asked and received from Custodio Escabillas the amount of around .000.00, including a PAL JET ticket from Davao to Manila and back; he had the ticket cancelled and got the money value thereof; and that he also asked 8 kilos of "bangus" which he brought to Tagum.
- An accounting of the contributions given by lawyers for the lawyers' and chairs for the court.
- He asked and received from a certain Mrs. Surposa the amount of P2,500.00 for the bond required in a certain case; that he also got goats and pigs from Surposa.
- The whereabouts of the various amounts deposited by the tenants in the case of Cervantes Orculla which was under receivership.
- He asked the amount of P30.00 from Atty. Josefina Brandares for his services in the posting of the notice of hearing for the former's miscellaneous cases.
- He demanded from Atty. Douglas Cagas the amount of P2,000.00 allegedly for his services in connection with the execution of the judgment in the case of "Navarro vs. Albacite."
- He asked for one sack of rice from Jaime Dimalanta, an employee of the BAI.
- In the case of Paul Bunoan, he wanted Bunoan to be arrested for the alleged insufficiency of the bond posted by the latter and duly approved by Judge Peralta.
- After he got a copy of the decision in the case of "Dasuplas vs. Bofil," he sent a telegram to Mr. Bofil, LTC Registrar of Kidapawan, to meet him in Davao City on one Saturday.
- He issued a subpoena without any basis for Apolonio Fuentes to appear before him.
- He confronted and asked Miss Balanza if she had already typed the decision in the case of "People vs. Escabillas."

- He received from Mrs. Surposa some amount of money allegedly for the payment of the repair of the Judge's table and some of the electric fans of the Court; and that he later charged the province for the repair of the same.
- He gave a "lechon" during the bienvenida party of Atty. Clemente A. Tajon when the latter assumed the position of clerk of court.
- He asked and received from Atty. Rendon the amount of P1,500.00 in connection with the case of "Cua vs. Sibe"; that he also asked and received P300.00 for the preparation of the record on appeal in the said case.
- He charged P60.00 for commissioner's fee in miscellaneous cases handled by Atty. Plamin Dianco; and that in the case of "People vs. Delumpa," he asked and received the sum of P250.00 for the preparation of the bail bond posted by the accused."
- He demanded from the client of Atty. Serafin Senajon, Jr. in the case of "Sarona vs. Morgia," a certain amount as notarial fees.
- That in a certain case where a joint motion was filed by Attys. Rogelio Barba and Leon Miguel, he did not stamp the word "received" on the said motion and instead kept the same in his drawer; that he later claimed that the motion was lost.
- That he asked and received the amount of P200.00 from the client of Atty. Cesario J. Javier in the case of Ordaneza, for correction of entry of his birth certificate.
- He openly asked a 30% commission for all legal orders, notices to creditors and others for publication that may pass into his hands in his capacity as deputy clerk of court, as reported by a newspaper known as the "MINDANAO TIMES" (pp. 6-8, rec).

In his letter dated May 16, 1977 (p. 30, rec.) to Judge Carpio, the respondent submitted his answers (pp. 31-34, rec), to each of the 31 charges against him. The respondent alleged:

Charge No. 1— He did not ask the amount of P2,000.00; that Mila Ravina deposited said amount in anticipation of the expenses for execution in the event that the Court will issue an order of execution pending appeal; and that the said amount was withdrawn 5 days after the Court denied the prayers of the Ravinas.

Charge No. 2— He did not demolish the house of Albores; that what were demolished were the makeshifts with the conformity of Albores' daughter; that he did not ask Navarro to give him P2,000.00; that it was Navarro who promised to give him the said amount as a token of gratitude; that he sent someone to collect the said amount when Navarro failed to fulfill his promise; and that he spent and advanced his own money for the PC escorts believing that Navarro will come up with his promise.

Charge No. 3— He did not demand any amount from the client of Atty. Cadiente; and that what was given to him was an amount of around P50.00 in payment of the fuel for the Ford Fiera he hired and used in connection with the execution.

Charge No. 4— He had already refunded to Sayago the amount of ; that he did not refund to Sayago the said amount as the latter told to make some overtures to the defendant who was allegedly being protected by some big people in the locality; that he is not a notary public at he did not demand an amount as notarial services and what he only did was to explain to Sayago and her sister that notaries public are charging 10% of the consideration of the document as fees plus stamps and its registration.

Charge No. 5— That the six accused should be thankful to him as he was the one who helped them; that he even added around P150.00 for the payment of the premiums of their bonds and that Mrs. Cabardo promised to pay the sum back to him; and that the said amount was not refunded to him but Mrs. Cabardo credited the same to his "casera."

Charge No. 6— That only 10 plywood sheets were donated by the Sarmiento Plywood Factory and the same were deposited in the Court; that he does not know where these sheets are now but so far as he can remember, 5 sheets were brought to the house of Bobot Loyola with his knowledge for the double walling of the room he (respondent) was occupying; and that only 2 sheets were used and the 3 remaining sheets are still in the house of Bobot.

Charge No. 7— There was no padding of the payroll; that the salary of Alcantara was given to Flor Maslog whose salary for the months of June and July was not paid by the municipality of Bansalan; and that there was no "cut" in the salaries of employees as all of them signed the payroll and acknowledged receipt of payment.

Charge No. 8— He does not know who collected the sum of P350.00 although he was the one who prepared the note that was passed around for the collection of the alms; that before the said note was passed around he gave P10.00 and also one wreath.

Charge No. 9— That he did not ask any amount for the posting of the notices; that it was the NIA who asked him as to how much was the usual charge for posting of such notices and he answered that it would depend on the location of the property; that without much ado the NIA representative gave P25.00 for each of the four cases filed; and that he cannot remember having given P10.00 to Sheriff Senoy.

Charge No. 10— The premium for a P20,000.00 bond if issued outside of town is 6% of the said sum and this will amount to P1,200.00 and that the amount claimed is short of about P400.00 excluding other fees such as service fees, documentary and science stamps and others.

Charge No. 11— The wallet containing only the amount of P360.00 was returned to the owner thereof, Fausto Hilario (not Justo), the day after.

Charge No. 12— He did not ask Estella Crumb the amount of P4,000.00 for the preparation of the petition for certiorari; that he only overheard Crumb mentioning the said amount to somebody inside his (respondent) office; that it is true that he asked Crumb to buy for him "Premodus" tablets in Davao City and gave her the amount of P20.00 for the purpose; and that Crumb politely refused to accept the same and said, "Never mind for it is a little amount."

Charge No. 13— The respondent answered this charge in the following manner;

". . . Escabillas was the one who approached me to help him bridge the settlement of his case with some responsible people in the SSS. He approached me several times, even at my boarding house. At one time even he offered a round plane fare to one at the SSS who was then going to Manila just as to make some possible approach to the head office. But then upon return, I told Escabillas that his proposal is not accepted by the SSS central office. As to the Bangus, it was only 7 pieces, but then, I paid him but he won't accept payment. He said that is my contribution to you during your town fiesta. To say that I ask him a little less than P1,000.00 is not true."

Charge No. 14— That the total cost of the 14 upholstered chairs and the lawyers' table is P2,290.00; and that the total contributions from lawyers amounted to P1,000.00 only, so that the outstanding balance unpaid to the furniture shop is P1,290.00.

Charge No. 16— The amount of P1,133.00 voluntarily deposited by the tenants of Cervantes is in his possession as the barrio captain who is the receiver of the property in question refused to receive the amount.

Charge No. 17— He did not ask Atty. Brandares the amount of P30.00; and that what he asked her was the chair she promised to give the court.

Charge No. 18— He did not demand from Atty. Cagas the sum of P2,000.00 for his alleged services in the execution of the judgment. What he did was to remind Atty. Cagas of the latter's promise to share the amount of

P2,000.00 that was to be paid to him by his client; that it was his jeep that was used in the service of the order or execution; and that he would not have made such a reminder if Atty. Cagas' failed to collect from the defendant the amount of P8,000.00.

Charge No. 19— He did not ask a sack of rice from Dimalanta for the reason that the latter "is even as poor as the rat."

Charge No. 20— He averred that the bond is really insufficient for the 3 tense charged; and that he first consulted Judge Carpio regarding the matter.

Charge No. 21— He knew Bofil long before he assumed the position of deputy clerk of court; that he really sent a wire to Bofil because his (respondent) driver's license was not returned to him after its renewal; and that he also wanted to meet Bofil because of the latter's request to be helped in asking for the reconsideration of the results of the Career Service examination which he (Bofil) failed.

Charge No. 22— That upon request of Atty. Geralde, he really sent a subpoena to Fuentes for a conference; that such a request was made because of the failure of Fuentes to pay the support due the client of Atty. Geralde; and that if Fuentes appeared, he would not deal with him but instead bring him to the Judge.

Charge No. 23— He asked Miss Balanza if she already typed the decision because Judge Carpio told him to set the promulgation one day before the latter's vacation; and that it was incumbent upon him as the head of the personnel to check on the daily accomplishment of the personnel of the court.

Charge No. 24— That only one electric fan was actually repaired; that he advanced the amount covering the payment of the repairs and later asked reimbursement from the province; and that the repair of the Judge's table was done for free.

Charge Nos. 25 & 15— The amount was given by Surposa to Belfast Surety Company in the presence of Atty. Miguel, the lawyer of Mrs. Surposa; that this transaction took place in the office of Atty. Miguel on a Saturday; that he was present at the said office and just listening; that Surposa paid over P4,000.00 to the Belfast Surety Co.; that he did not ask for pigs (no goats); that 1 pig was voluntarily given to him by one of Surposa's tenants after he helped said tenant in bringing out 9 pigs from the premises in question and also as a token of gratitude in his preparing an affidavit of a third party claim.

Charge No. 26— That he did not ask anything from Atty. Kendon; and that Rendon only requested him to canvass the cost of printing the record on appeal in Davao City.

Charge No. 27— He did not ask Atty. Dianco for commissioner's fee as he knows that such a fee is no longer allowed by the Supreme Court, that this matter came about because Atty. Dianco was given by his client some amount for the payment of the stenographic notes and commissioner fees and in turn, out of honesty perhaps, Dianco gave the amount to him.

Charge No. 28— He did not ask any amount from the client of Atty-Senajon.

Charge No. 29— After the motion was given to him by Atty. Miguel, he went to see Atty. Barba as suggested by the former; that he placed the motion inside his drawer before seeing Barba; that the motion was later lost; that after talking to Barba regarding the motion, the latter commented, "It's all right for as long as the full amount can be produced at the time the case is completely terminated."

Charge No. 30— That he did not ask and receive from Mr. Ordaneza the amount of P200.00; and that the truth is that Ordaneza sometime in December went to his office and handed an envelope containing P20.00 and said that it was his Christmas gift to him.

Charge No. 31— He answered this charge in the following manner:

"I deny when they say that I openly ask a 30% commission on all legal orders and notices and etc.. In fact since I worked with the court, my first and last time to see their office was when I was requested by Atty. Geralde to get the publication of his special proceedings and pay the same. And when I got the publication, I was only made to pay P210.00 instead of P300.00 as appearing in the official receipt. So I said why only P210.00? Then their cashier said there is always an SOP rebate of 30% for all legal notices publish in our newspaper if paid on cash. So thinking that that is so, then I only pay P210.00. I informed Atty. Geralde on this. With this SOP rebate, I was made to sign a blank sheet of paper accordingly for their record file purposes. Atty. Dureza and the Cashier of Mindanao Times can bear me out if I ask this 30% commission as they alleged."

Some of the serious charges against the herein respondent were reiterated in the sworn statements executed by persons who were adversely affected by his actuations.

In a sworn statement dated April 25, 1977 (p. 52, rec), Emilio A. Navarro alleged, among others, that he was the plaintiff in Civil Case No. 375; that during the period from July 23 to 31, 1976, Francisco Gonzales, Deputy Clerk of Court, Court of First Instance, Davao del Sur, asked and received from him various amounts in the total sum of P1,500.00; that Gonzales subsequently demanded from him an additional amount of P710.00 which he did not give; and that he executed the affidavit for he wants to be reimbursed the amount given to Gonzales.

In another sworn statement executed on April 25, 1977 (p. 3, rec), Roberto L. Semilla alleged, among others, that he was a casual employee of the Court of First Instance of Davao del Sur, Branch V, from May 15 to September 15, 1976; that for the month of July 1976, he received only the amount of P167.00 instead of P213.00; that the difference in the amount was taken by Francisco Gonzales; that in their payroll, one Juliet Alcantara appears to be a casual employee in the court but she was never seen in the office ever since she was supposedly employed; and that the salary of Alcantara was taken by Gonzales.

A certain Estella Crumb Alberca in her sworn statement executed on April 26, 1977 (p. 54, rec), alleged, among others, that sometime on May 31, 1976, Francisco Gonzales, Deputy Clerk of Court, Court of First Instance, Branch V, told her in his office that she had to pay the total amount of P4,616.00 in connection with their appeal in Civil Case No. 776 before the records of the case would be forwarded to the Court of Appeals; that she told Gonzales that she would first consult her uncle and her lawyer; that her lawyer, Atty. Garcilaso Vega later informed her that all she had to pay was the amount of P1 20.00 for the appeal bond; that Gonzales kept on calling her after she did not give the amount demanded by him; and that she has not given any amount to Gonzales.

Jesusa Camporedondo executed on April 25, 1977 a sworn statement (p. 55, rec), regarding her complaint against the respondent. So did Rosela Orcullo in her affidavit (p. 56, rec.) executed on June 28, 1977.

Presiding Judge Lucas D. Carpio initially set the hearing of this case (which he denominated as Adm. Case No. 1[77]) on May 27, 1977. No hearing took place on this date as respondent was allegedly afflicted with pulmonary tuberculosis (TB) and could not report to the office. After several motions for postponement of the scheduled hearings of this case by the counsel for the respondent on the ground of respondent's weak condition, the records show that hearings were finally conducted by Judge Carpio on January 17 and 20, and March 13, 1978 (see t.s.n. marked as Annex "K", pp. 179-372, rec). Judge Carpio did not submit to this Court his investigation report and recommendation. Perhaps the reason for his failure to do so was due to his disability retirement which took effect on August 7, 1979 as per verification from the records of this Court.

Executive Judge Marcelino M. Francisco, Presiding Judge of Branch VII (now Branch VI), Court of First Instance, Digos, Davao del Sur, accidentally discovered among the files of Judge Carpio the records of this case.

He forwarded the same to this Court per his 1st Indorsement (see pp. 128-134, rec.), dated May 23, 1980, with the request that "the relevant information hereinbelow narrated be taken into account in determining what course of action should be taken against him" (referring to respondent Deputy Clerk of Court Francisco M. Gonzales). Thus, Executive Judge Francisco stated and We quote:

"In Special Proceedings No. 42 entitled In the Matter of the Petition for the Allowance of the Will of Antonio Camporedondo, Testator, Agapita Chavez Camporedondo, Petitioner,' Atty, Rogelio A. Barba, counsel for the Petitioner, deposited with the Clerk of Court of the Court of First Instance of Davao del Sur the sum of P20,580.00 on May 31, 1974 to be reimbursed to Jesusa Camporedondo Surposa as shown by O.R. No. 7287503, which amount was deposited with the Provincial Treasurer of Davao del Sur.

"On May 22, 1976, the Presiding Judge of Branch V of this Court, Hon. Lucas D. Carpio, issued an order granting the motion dated May 22, 1976, of Atty. Barba that the amount of P20,580.00 be withdrawn from the Provincial Treasurer to be deposited with the 'Deputy Clerk of Court, Branch V, this Court,' copy of the order is herewith attached as Annex 'A' hereof;

"On May 26, 1976, the Provincial Treasurer of Davao del Sur issued Check No. 562396 payable 'To the order of Francisco M. Gonzales, Deputy Clerk of Court II — 20,580.00 CFI, Branch V, Digos, Davao del Sur,' xerox copy of which is herewith attached as Annex 'B' hereof;

"On May 28, 1976, said check was deposited by Francisco M. Gonzales the Rural Bank of Digos, Inc. per notation at the back of said check;

"On June 15, 1976, Francisco M. Gonzales issued a certification dated on even date to Mrs. Jesusa C. Surposa, thru her counsel, to the effect that 'the amount of TWENTY THOUSAND FIVE HUNDRED EIGHTY (P20,580.00) PESOS which was deposited in the Office of the Provincial Treasurer of Davao del Sur representing the redemption of the property in question in Special Civil Case No. 42 have been transferred to the Office of Deputy Clerk of Court, Branch V, by virtue of the Order of this Court dated May 22, 1976,' copy of which is herewith attached as Annex 'C' hereof;

"On March 16, 1977, Mr. Pedro Marino, Romeo D. Larayos and Vicente Canda, Senior Clerk Auditing Examiner and Auditing Examiner, respectively, in the Office of the Provincial Auditor of Davao del Sur tried to cash examine Francisco M. Gonzales but the latter refused, as evidenced by a letter dated March 16, 1977, copy of which is herewith attached as Annex 'D' hereof;

"Meanwhile, on March 21, 1977, Atty. Rogelio A. Barba, counsel for the petitioner Agapito Chavez Camporedondo in Special Civil Proceedings No. 42, filed a motion dated March 18, 1977, praying that 'the said amount of P20,580.00 deposited with Deputy Clerk of Court Francisco M. Gonzales be ordered deposited with the PNB, Digos Branch to be withdrawn only upon order of this Honorable Court,' copy of which is herewith attached as Annex 'E' hereof;

"On March 22, 1977, Francisco M. Gonzales wrote a letter on even date to Judge Lucas D. Carpio to the effect that 'said money is intact— P10,000.00 is deposited with the Rural Bank of Digos, Inc. and P10,580.00 is desposited with the Philippine National Banks, Davao City, and by Monday, March 28, 1977;-which is the earliest time available for me, I will bring to the Court either the passbook or the money so that it may be deposited with the PNB in Digos as per motion of Atty. Barba dated March 18, 1977,' copy of which is herewith attached as Annex 'F' hereof;

"On April 6, 1977, Francisco M. Gonzales turned over to the Clerk of Court of this Court the sum of P10,000.00 only and not the whole amount of P20,580.00;

"On April 27, 1977, Judge Lucas D. Carpio issued an order of even date to the effect that 'respondent (Francisco M. Gonzales) is hereby ordered to deposit forthwith the said remaining balance (P10,580.00),' copy

of which is herewith attached as Annex 'G' hereof;

"On July 18, 1977, Mr. Pedro Mariño, Señor Clerk, Office of the Provincial Auditor of Davao del Sur went to the office of Francisco M-Gonzales for the purpose of examining and auditing him but the latter not in his office at around 10:00 o'clock in the morning of said date evidenced by a certification dated July 18, 1977, copy of which is herewith attached as Annex 'H' hereof;

"On October 13, 1977, Provincial Auditor of Davao del Sur, Juan C. de Leon, wrote a letter to the Regional Director, Region XI, Commission on Audit, about the refusal of Francisco M. Gonzales to be examined and audited, and the said Regional Director indorsed it to the Acting Chairman of the Commission on Audit in Quezon City on October 17, 1977 and on February 3, 1978, the Commission on Audit wrote a letter to the Provincial Fiscal of Davao del Sur, requesting the said Fiscal to give preferential attention to the complaint of the Provincial Auditor of Davao del Sur against Francisco M. Gonzales, copy of which is herewith attached as Annex 'I' hereof;

"On August 10, 1978, the Provincial Fiscal of Davao del Sur filed Criminal Case No. 104(78) against Francisco M. Gonzales for Violation of Article 218 of the Revised Penal Code, copy of which information is herewith attached as Annex 'J' hereof;

"Francisco M. Gonzales, per information furnished by the Clerk of Court, have already remitted to or deposited with, the office of the Clerk of Court of this Court the full amount of TWENTY THOUSAND FIVE HUNDRED EIGHTY (P20,580.00) PESOS, Philippine Currency, broken down as follows:

Amount

Date Remitted

Official Receipt

or Deposited

Number

P10,000.00 April 4, 1977

8933351

2,000.00 January 26, 1978

8933381

2,500.00 Feb. 2, 1978

8933383

6,080.00" Oct. 17, 1978

3118206

—
P20,580.00—Total

"Trial of Criminal Case No. 104(79) is pending in Branch I, Court of First Instance of Davao City, 16th Judicial District.

From the foregoing facts and circumstances, Francisco M. Gonzales, obviously made use of the money that came into his possession as a trust fund. Gonzales never exhibited any passbook showing that he deposited the P10,580.00 with the Davao City Branch of the Philippine National Bank. He assured Judge Carpio in his aforesaid letter dated March 22, 1977. As evidence that he made use of the P10,580.00 for his personal use and benefit, Gonzales only deposited with the Clerk of Court on April 6, 1977 the sum of P10,000.00 and not the full amount of P20,580.00. Indeed, as early as April 27, 1977 Judge Carpio ordered Gonzales to deposit the remaining balance of P10,580.00. But instead of depositing the said balance Gonzales refunded the same to the Clerk of Court of the Court of First Instance of Davao del Sur in three (3) installments as herein-before stated. This belies the representation or rather misrepresentation which Gonzales made to Judge Carpio as early as March 22, 1977 'that the money is intact.' Or even if it be conceded that said amount was intact on March 22, 1977 then thereafter, he made use of such amount for his personal use and benefit despite the fact that the money came into his hands as a trust fund. This became obvious when he had to make three (3) payments of diverse amounts totalling P10,580.00 on January 26, 1978, February 2, 1978 and October 17, 1978 to the Clerk of Court. His refusal to be audited by the representative of the Provincial Auditor of Davao del Sur about this amount was only a scheme conveniently adopted by him to conceal his failure to produce the P10,580.00 he had utilized for his personal benefit in gross violation of his obligation to keep the money intact because it was a trust fund.

"To confirm further that Gonzales made use of the P10,580.00 to his personal use and benefit out of the P20,580.00 deposited with him, the undersigned recently discovered from the files of Judge Lucas D. Carpio, retired Judge of Branch V of this Court, a copy of the transcript of stenographic notes of an administrative case denominated as Administrative Case No. 1 (77) Re: Complaint against Francisco M. Gonzales wherein in answer to the question of the Court 'Are you ready to deposit to the Clerk of Court that P10,580.00?' (t.s.n., p. 6, Jan. 17, 1978), Gonzales did not answer but his lawyer, Atty. Florencio Gaspar, answered the question by saying 'he doesn't have the money' [(t.s.n., p. 8, Jan. 17, 1978); Copy of the transcript of stenographic notes is herewith attached as Annex 'K'].

"Incidentally, in connection with Administrative Case No. 1 (77), Judge Carpio, for reasons only known to him, never resolved nor forwarded to the Supreme Court the pertinent records of the said proceedings despite the termination of the investigation. The records, of said administrative case were accidentally discovered by the undersigned recently from among the files of Judge Carpio, left in his chamber in this court. Judge Carpio prepared 21 charges against Gonzales as shown by Annexes 'L' and 'L-I' hereto attached. Francisco Gonzales submitted his explanation as shown by Annexes 'M' and 'M-I'.

"During the administrative proceedings, the following witnesses testified namely: Emilio Navarro, Jesusa Camporedondo Surposa, Estela Crumb Alberca, Antonio Malipayon, Felisa Malipayon, Rosela Orcullo and Gabriel Loyola. Their oral testimonies are herein-below synthesized:

"1) Emilio Navarro — when he reported to the Court that there were squatters in his land which had been previously delivered to him by the sheriff, the Court, thru Judge Lucas D. Carpio, commissioned Francisco Gonzales to inspect and verify it. A few days before Gonzales went to the area in question, Gonzales asked for P700.00. He had given Gonzales on various occasions the total sum of P1,500.00 including the initial amount of P700.00. In addition to the P1,500.00 Gonzales demanded from him the sum of P1,440.00 which 'I did not pay all because I was pressed' (t.s.n., Jan. 17, 1978, p. 18).

"2) Jesusa C. Surposa — Gonzales demanded from her for personal services rendered by him the sum of P2,298.00. She paid Gonzales the total amount of P5,150.00. She was complaining because she didn't want anymore to pay Gonzales the additional sum of P2,298.00.

"3) Estella C. Alberca — On May 31, 1976, Gonzales called her in relation to her appealed Civil Case No. 776 and asked from her to pay P4,616.00 for the payment of certified true copies. She didn't pay the amount upon advice of her lawyer, Atty. Vega.

"4) Felisa Malipayon — In connection with her putting up an administrator's bond, Gonzales assured her that he would be the one to contact the bonding company and for this purpose, she had given Gonzales the sum of P980.00 because that was the amount that he demanded.

"5) Antonio Malipayon — He was with his mother Felisa Malipayon when his mother talked with Gonzales in connection with the preparation of the bond.

"6) Rosela Orcullo — She deposited the amount of P1,018.66 with Gonzales instead of with the barrio captain as ordered by the court because Gonzales told her to do so.

"7) Gabriel Loyola — It was on November 24, 1976 at about 2:00 o'clock in the afternoon in his house where the amount of P980.00 for the payment of the premiums of the bond and other miscellaneous expenses was received by Gonzales from Mrs. Malipayon.

'On November 6, 1978, Judge Carpio issued an order to the effect that there being a prima facie case against respondent, he is ordered to present 'is evidence if he so desires,' copy of which is herewith attached as Annex 'N' hereof.

"On November 8, 1978 Francisco Gonzales submitted his manifestation copy of which is hereto attached as Annex 'C

"It appears that Francisco Gonzales desired to transfer as Deputy Clerk to Branch II of the Court of First Instance of Davao presided over by Honorable Francisco Consolacion. And in the answer of Judge Consolacion to Francisco Gonzales dated June 14, 1978, a copy of which is hereto attached as Annex 'P' it was disclosed that Gonzales had extra-marital relations with Bernardita Escanlar at the time that he was not only married but was the Deputy Clerk of Court in Davao resulting in his having a son Roland. He was sued for support and damages and an adverse decision was rendered against him by Judge Felix Moya in Civil Case No. 399 in the Court of First Instance of Davao, Branch IX. A copy of the decision of Judge Moya is herewith attached as Annex 'P-1.' Gonzales was also charged with estafa in the City Court of Davao, copy of the information filed against him is hereto attached as Annex 'P-2.' Besides, the aforesaid answer of Judge Consolacion shows that Francisco Gonzales, in his information sheet misrepresented himself as a holder of an LL.B. degree when in truth and in fact he has only 87 units in the College of Law of the Rizal Memorial Colleges (Annex 'P-3')- His enrollment in the Ateneo de Davao University for the first semester school year 1971-1972 was not considered (Annex 'P-4')-

"It is evident from the foregoing documentary evidence that Francisco Gonzales is not only mentally dishonest in misrepresenting his educational qualifications, which apparently were taken in account in his appointments as Deputy Clerk of Court but also he is a person of reproachable conduct and questionable integrity. And in the performance of his duties, he has prostituted his office by committing malfeasance and misfeasance which requires the imposition of a severe penalty upon him to protect the good name and integrity of the judiciary."

In order to complete the record and to enable Us to properly evaluate and dispose this case, We wrote Executive Judge Marcelino M. Francisco on June 20, 1980 (p. 373, rec.) with the request that his Honor submits to Us his findings and/or recommendation.

In his 1st Indorsement dated July 31, 1980 (pp. 374-388, rec). Judge Francisco reiterated the aforequoted narration of facts and then added the following:

"In Civil Case No. 375 of the Court of First Instance of Davao del Sur for the recovery of possession and ownership of a parcel of land situated in Bansalan, Davao del Sur filed by Emilio Navarro as plaintiff against the defendant Gavino Albores, contempt proceedings against the defendant was filed by the plaintiff. However, the presiding Judge of Branch V of said Court, then Judge Carpio held in abeyance the contempt proceedings and appointed respondent Francisco M. Gonzales as Commissioner to ascertain certain facts and make a report

within five (5) days. The relevant portion of the order of Judge Carpio dated July 21, 1976 is hereinbelow reproduced:

' "In view of the foregoing, the Court directs the Deputy Clerk of Court of this Court, at the same time requesting the aid of the 57th Composite Command of the Philippine Constabulary stationed in Digos, Davao del Sur, to go and inspect the premises in question ascertaining the following facts, to wit:

" '1. Whether or not the plaintiff has been physically placed and/or restored to the land in question;

" '2. Whether or not the defendant has been physically dispossessed from the land in question;

" '3. Whether or not the defendant, his privies and other persons in command of the defendant are still in the premises in question;

" '4. Whether or not there were reintroduction of improvements on the said land in question by the defendant; and

" '5. All other vital information which may aid the Court in resolving the petition for contempt.

' 'Said Deputy Clerk of Court shall render a report within five (5) days immediately after he had gone to the land in question.'

"In the Commissioner's report submitted by respondent Gonzales on August 10, 1976, it is therein stated:

' 'That in said order this Honorable Court directs the undersigned Commissioner to ascertain the following facts, which are quoted below:

" '1. Whether or not the plaintiff has been physically placed and/or restored to the land in question;

" '2. Whether or not the defendant has been physically dispossessed from the land in question;

" '3. Whether or not the defendant, his privies and other persons in command of the defendant are still in the premises in question;

" '4. Whether or not there were reintroduction of improvements on the land in question by the defendant; and

" '5. All other vital information which may aid the Court in resolving the petition for contempt.'

" '1. That in answer to fact no. 1, plaintiff had been physically placed and/or restored to the land in question even before this Commissioner went to the land in question;

" '2. That in answer to fact no. 2, defendant had been physically dispossessed from said land in question, also even before this Commissioner went to the land in question;

" '3. That in answer to fact no. 3, defendant, his privies and other persons in his command, were not actually in possession of the premises in question, although at the time of this Commissioner's visits to the land in question there were makeshifts and poultry houses;

" '4. That in answer to fact no. 4, that at the time the undersigned Commissioner went to the land in question, there were reintroduction of improvements such as the planting of vegetables like eggplants, beans and others; and

" '5. That in answer to fact no. 5, it was ascertained that the kitchen, as well as the barong-barong were found to be inside the premises of the land in question.

" 'That of the three inspection visits of the commissioner on July 23, 28 and 31, 1976, the daughter of the defendant who is one of the privies had submitted, and in fact, signed a waiver for her behalf and in representation of her parents Gavino Albores and Espediona Albores, allowed demolition of those makeshifts

and barong-barong, and in fact were demolished by the paid laborers of plaintiff Emilio Navarro, which demolition was done in the presence of the undersigned Commissioner, and in the presence also of Isabel Albores Barco and attest that such was voluntary. Said daughter of defendant, Isabel Albores Barco, signed a waiver of said demolition, which is submitted hereto.'

"Being a commissioner appointed by the Court, respondent Gonzales committed gross misconduct in office by requiring the plaintiff to pay P1,500.00 and later on demanding an additional P710 more from him the following reasons:

"(a) As a Commissioner appointed by the Court, whatever fees he is entitled as such must be fixed by the court and not to charge the plaintiff outright;

"(b) The amount given to respondent was exorbitant and excessive considering that Digos to Bansalan is only a matter of 18 kilometers which could be reached by bus paying only P1.00 per trip;

"(c) As commissioner, he could have ascertained in only one [1] trip what Judge Carpio wanted him to verify.

"Then the actuations of respondent were highly irregular if not illegal because he was arrogating unto himself the powers of a sheriff that he wanted to make money out of his official trips. In his letter dated August 2, 1976 to plaintiff Navarro (Annex E, his Administrative Case No. 1 (79) respondent wrote inter alia: 'Judge Carpio this morning called my attention about my trip to your place especially the order I executed' (Italics supplied). He even witnessed the demolition of a makeshift hut (barongbarong) after the daughter of defendant Gavino Albores agreed to such demolition. Respondent admitted that the makeshift hut was demolished by the paid laborers of plaintiff Navarro (See par. 3 of the Commissioner's report of respondent). Yet in the bill of particulars [Annex C in Administrative Case No. 1(77) conducted by Judge Lucas D. Carpio, he was requiring plaintiff Navarro to pay five (5) laborers at P12.00 each (P60.00), presumably as the laborers who demolished the makeshift hut but in fact did not do anything because the paid laborers of plaintiff Navarro actually did the demolition work.

"Respondent also charged plaintiff Navarro allowance for two clerks in the amount of P80.00 (A-4 and B-4 found in Annex C in Administrative Case No. 1 (77) when these two clerks never did anything.

"It was likewise irregular for respondent to bring ten (10) girls in his ocular inspection of the area in litigation and burden the plaintiff Navarro in feeding them. These ten (10) girls had nothing to do with the ocular inspection which the respondent conducted.

"It becomes obvious that respondent had to make three (3) trips to Bansalan with a retinue of companions to justify the illegal exaction of so much money from plaintiff Navarro.

"In another civil case pending in Branch V of the Court of First Instance Davao del Sur on a working day in June, 1977, respondent Gonzales three (3) male companions, went to the house of Jesusa Surposa in Il Hagonoy, Davao del Sur, to deliver an order of the sheriff stating that the land will be delivered to Jesusa Surposa by her opponents. Besides, there were papers (services) coming from the Court which respondent-delivered to Jesusa Surposa. After a week, respondent went to visit Jesusa Surposa demanding money from her containing a computation in the amount of P2,298.00 (Exh. F in Administrative Case No, 1 (77) which Jesusa Surposa should pay respondent for certain personal services rendered to her and itemized below:

"BILL OF PARTICULARS—SPECIAL CASE NO. 42

To: Mrs. Jesusa Surposa

Mr. Lauro S. Cortes

To payment of personal services rendered by the undersigned on the following:

1. Preparation of Affidavit of Third Party Claim

(Lauro Rodriguez) P100.00

P100.00

2. Personal services rendered in Executing the Order of

the Court dated June 22, 1976 (two times for Lauro

177. and Mrs. Surposa)

700.00

3. Personal services rendered in executing the order of the

court dated June 29, 1976

700.00

4. Cash advance from Mr. Surposa

798.00

P2298.00

Pertinent papers hereto attached.

(SGD)

FRANCISCO M. GONZALES

Deputy Clerk of Court II"

Aside from being an illegal exaction, the act of respondent in collecting such amount from Jesusa Surposa is gross misconduct in office. There is no showing that respondent really executed the order of the court dated June 22, 1976 in Special Case No. 42. Verily, respondent, not being a sheriff cannot execute an order to the Court. Clearly, he wanted to make money from Jesusa Surposa in grave abuse of his official functions.

"Then there is absolutely no reason for respondent to charge Jesusa Surposa the amount of P100.00 for preparing an alleged affidavit of the third party claim of Lauro Rodriguez since Jesusa did not ask respondent to prepare such third party claim of Lauro Rodriguez.

"Jesusa Surposa needed a bond in connection with a case pending Branch V of the Court of First Instance of Davao del Sur. Respondent suggested that the bond be taken from the Belfast Insurance Company

Davao City. Jesusa Surposa gave respondent P2,450.00 (Exhibits G and H in Administrative Case No. I (77) as payment for the premium on the bond she would take out from Belfast Insurance Company. Later on, Surposa found out from Atty. Valdez, Manager of the Belfast Insurance Company in Davao City that respondent did not pay the premium on her bond so she paid the bonding company P2,500.00. Respondent never returned to her the P2,450.00. In fact Surposa declared that she even gave respondent additional amount totalling P3,000.00 in all which the latter never restituted to her.

"It was malfeasance in office for the respondent to be getting a bond for a party litigant.

"From Lauro Rodriguez, respondent got one (1) pig which he used in the beach to celebrate St. John Day (June 24, 1976). This is another malfeasance in office committed by respondent.

"In Civil Case No. 776 in Branch V of the Court of First Instance of Davao del Sur, respondent called up Estela Crumb (Estela C. Alberca) the losing party-litigant in the said case and telling her to prepare P4,616.00 (Exhibit K in Administrative Case No. 1 (77) to pay certified true copies and for the typist, if she wanted her papers to be forwarded to the Court of Appeals but Estela Crumb did not pay because her lawyer, Atty. Vega told her that the appeal was already prepared by the Court. Respondent also asked Estela Crumb to buy for him premodus tablets but the latter only gave him one (1) tablet. Respondent again showed his propensity to make money from parties-litigants. Note that respondent was asking a very big amount to the tune of P4,616.00 for the typing of certain certified copies of certain papers in Civil Case No. 776 alleging that it was necessary so that the appeal of Estela Crumb be transmitted to the Court of Appeals when all the while the appeal had already been prepared by the Court. This is another case of gross misconduct in office.

"In Special Proceedings No. 167 (In the Matter of the Intestate Estate of the deceased Hermogenes Malipayon of Branch V of the Court of First Instance of Davao del Sur), Antonio Malipayon was replaced as administrator by his mother Felisa Malipayon. As such administratrix, Felisa Malipayon had to put up a bond. Respondent told Felisa Malipayon that he will look for a bonding company and work out for the approval of the bond. Respondent was given P980.00 for the payment of the premiums on the bond. But the respondent did not go to a bonding company instead he caused Gabriel Loyola, janitor in Branch V., to prepare an administrator's bond for P10,000.00 with Lydia Gonzales, wife of respondent as the surety and giving as collateral a residential land situated in Tagum, Davao del Sur, having an area of 600 square meters and valued at P12,000.00, covered by Certificate of Title No. P-10707 in the name of Lydia Gonzales. Respondent therefore employed deceit in getting the P980.00 from Felisa Malipayon on the pretext that it will be used to pay the premiums to the bonding company that will put up the bond. Actually, the bond was put up by the wife of respondent, Lydia Gonzales, who gave her tax declaration 7688 as the collateral. It is possible that in the preparation of the administrator's bond of Felisa Malipayon, a very negligible amount, if there was any amount spent at all, was disbursed by respondent from the money given to him by Felisa Malipayon for in fact Gabriel Loyola typed the said bond. The fact is, respondent misled Felisa Malipayon into believing that the P980.00 was to pay the premium of her administrator's bond to a bonding company which is altogether false.

"In Civil Case No. 785 in Branch V of the Court of First Instance of Davao del Sur (Arturo Cervantes vs. Cosme Bas) Rosela Orcullo was a tenant of plaintiff, Arturo Cervantes in making copra on the land in suit. Rosela was ordered to deposit the owner's share of the copra produced to the Barrio Captain who was designated as the receiver by Judge Peralta but the latter refused to receive the same saying that the owner's share being delivered to him was insufficient. Rosela then tried to deposit the amount to Mr. Perong who was working in the Court but the respondent told her to give the money to him. Accordingly, Rosela delivered the money in the amount of P1, 181.66 on four (4) occasions duly evidenced by receipts dated February 3, 1977, for P450.00; August 4, 1977 for P7.00, August 5, 1977 for P280.00 the receipts for such sums appear to have been signed by Antonio Lopez, the amounts of P400.00 which the respondent received on February 3, 1977

and P494.66 which sum respondent received on November 10, 1976 were never turned over to the Court. When Judge Carpio asked respondent in the course of the investigation in Administrative Case No. 1(77) held on March 13, 1978 where he put the money herein respondent could not answer. Respondent was then required to produce the money in a week's time but he requested that it be produced within ten (10) days instead. Whether such money has been restituted or not, there is no record to that effect. In any event, what is apparent is that this money deposited by Rosela Orcullo with the respondent was utilized by the latter for his own use and benefit. Hence, his inability to produce the amount when the investigation was conducted on the aforesaid date.

"On November 6, 1978, Judge Carpio issued an order to the effect that 'there being a prima facie case against respondent, he is ordered to present his evidence, if he so desires,' copy of which was attached as Annex 'N' to our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, Supreme Court.

"On November 8, 1978, Francisco M. Gonzales submitted his manifestation, copy of which was attached to our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, Supreme Court, as Annex 'C'.

"It appears that Francisco M. Gonzales desired to transfer as Deputy Clerk to Branch II of the Court of First Instance of Davao presided over by Hon. Francisco Consolacion. And in the answer of Judge Consolacion to Francisco Gonzales dated June 4, 1978, a copy of which was attached as Annex 'P' to our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, Supreme Court, it was disclosed that Gonzales had extramarital relations with Bernardita Escanlar at the time he was not only married but was the Deputy Clerk of Court in Davao resulting in his having a son Roland. He was sued for support and damages and an adverse decision was rendered against him by Judge Felix Moya in Civil Case No. 399 in the Court of First Instance of Davao, Branch IX. A copy of the decision of Judge Moya was attached in our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, as Annex 'P-I'.

"Gonzales was also charged of estafa in the City Court of Davao, copy of the information filed against him was attached as Annex 'P-2' in our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, Supreme Court. Besides, the aforesaid answer of Judge Consolacion shows that Francisco M. Gonzales, in his information sheet misrepresented himself as a holder of an LL.B. degree when in truth and in fact he has only 87 units in the College of Law of the Rizal Memorial Colleges (Annex 'P-3' attached to our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator. His enrollment in the Ateneo de Davao University for the first semester school year 1971-1972 was not considered (Annex 'P-4' attached to our 1st Indorsement dated May 23, 1980, to Hon. Lorenzo Relova, Court Administrator, Supreme Court.

'Incidentally, respondent Gonzales was first employed in Branch VIII of the Court of First Instance of Tagum, Davao del Norte (Davao) formerly presided over by then Judge Alejandro Sebastian and then transferred to Branch XI of the Court of First Instance of Baganga, Davao Oriental presided over by Judge Roque Barnes and finally he transferred to Branch of the Court of First Instance of Digos, Davao del Sur presided over by then Judge Lucas Carpio. Since the bio-data of said respondent is not available to the undersigned it may be necessary to examine his 201 files in the Supreme Court to ascertain if he also misrepresented himself as a holder of the degree of Bachelor of Laws as he had done when he applied to Judge Francisco Consolacion. Because if he made such a gross misrepresentation it is a very serious matter which justifies the imposition of a very severe penalty on the respondent herein because in all probability the Supreme Court took into account his representation as a law graduate in appointing him to the position as Deputy Clerk of Court, which constitutes deceit.

"One more matter relevant to be disclosed is the propensity of respondent to sign his own application for leaves without the required authority from his superior officer. In at least one instance, on his application for sick leave for 42 days from May 1, 1977 to June 20, 1977 but filed on July 5, 1977, he did not secure the signature of Atty. Clemente A. Tajon, Clerk of Court. Instead, respondent put his own initials making the misrepresentation that he was authorized to sign for Atty. Tajon when in fact, he did not have such authority

from the said official. A xerox copy of said leave of the respondent is hereto attached. It may be necessary to examine the other leaves filed by the respondent whether in Digos, Davao del Sur, or in Tagum, Davao del Norte (Davao) as well as in Baganga, Davao Oriental, if he likewise committed such irregularities.

"It is very obvious from the foregoing documentary evidence that respondent Francisco M. Gonzales is mentally dishonest, morally bankrupt and a person of reproachable conduct and questionable integrity. And in the performance of his duties, he not only prostituted his office by committing gross misconduct but arrogated unto himself prerogatives which are alien to his position for personal aggrandizement and pecuniary benefits. If only to protect the good name and the integrity of the judiciary, the unpardonable and detestable anomalies that respondent has committed should be properly considered in imposing a penalty commensurate to his nefarious actuations."

The respondent addressed a letter of resignation dated May 4, 1981 (p. 411, rec), to the Honorable Chief Justice, through the Honorable Court Administrator and the Honorable Executive Judge Marcelino M. Francisco, stating as reason his desire to continue his studies in Davao City. He further stated: ". . . I would like to ask from their Honors their dispensations and apologies for whatever misfits and misgivings that I have done in the past in the course of my eleven years employment in the Court." He particularly expressed his deepest apology to Judge Marcelino M. Francisco, Clerk of Court Clemente A. Tajon, and to all his co-employees in Branches V and VI, Court of First Instance of Davao del Sur.

In his transmittal letter dated June 17, 1981 (pp. 409-410, rec), Executive Judge Marcelino M. Francisco stated, among others, that as early as August 10, 1978, the Provincial Fiscal of Davao del Sur filed Criminal Case No. 104 (79) against Francisco Gonzales for violation of Article 218 of the Revised Penal Code which is still pending trial in Branch I of the Court of First Instance of Davao del Sur (Davao City); that Francisco Gonzales has been very irregular in his attendance ever since November, 1980, reporting practically 4 or 5 times a month on days when he expects the pay checks to arrive; that he never submitted his time records for approval either to the Clerk of Court or to him (Judge Francisco) in the absence of the Presiding Judge of Branch V; that in fact, his time record for the month of November, 1980, he falsified or caused to be falsified the signature of Atty. Clemente Tajon, Clerk of Court, and making it appear that said official approved his time record when in truth it was not so approved and it could not be approved because he made it appear that he was present the whole month of November, 1980, when actually he reported for duty only 5 times that month; and neither has he filed any leave of absence for approval by him. Executive Judge Francisco submits that respondent's continued and unauthorized absences are highly detrimental to the public service, hence, he recommends his immediate separation from the service.

After a careful review of the entire records, there is sufficient evidence to support the findings of Executive Judge Marcelino M. Francisco that herein respondent committed such grave offenses as grave misconduct, abuse of authority, dishonesty, corruption, falsification of his time record, immorality and absenteeism, and conduct prejudicial to the best interest of the service. For such serious derelictions, the respondent's dishonorable separation from the service is the appropriate Penalty.

As correctly pointed out by Executive Judge Francisco, herein respondent committed grave misconduct, abuse of authority, dishonesty and conduct prejudicial to the best interest of the service in the following instances:

- When respondent failed to comply promptly with the order dated April 27, 1977 of his immediate superior, then Presiding Judge Lucas D. Carpio, directing him to deposit with the Clerk of Court, Court of First Instance, Branch V, at Digos, Davao del Sur, the remaining balance of P10,580.00 out of the total amount of P20,580.00 entrusted to him since May 26, 1976 as trust fund in Special Civil Proceedings No. 42 pursuant to the order of said Court dated May 22, 1976. It took him up to October 17, 1978 to fully comply with the order of his very own superior to

deposit the said amount of P10,580.00 with the Clerk of Court, done not in lump sum payment but in three (3) installments, to wit: P2,000.00 on January 26, 1978; P2,500.00 on February 2, 1978; and P6,080.00 on October 17, 1978. This clearly shows that from April 6, 1977, the date respondent turned over to the Clerk of Court the amount of only P10,000.00, instead of the total amount of P20,580.00 as ordered by the Court, said respondent diverted to some other use ostensibly for his own personal pecuniary benefit the balance of P10,580.00. He had violated the trust reposed in him as Deputy Clerk of Court with respect to said amount of P10,580.00. At this juncture, it is worthy to recall what this Court (En Bane) stated in Administrative Matter No. P-124, Ganaden vs. Bolasco, promulgated on May 16, 1975, to wit: "The acts and/or omissions of respondent are patent violation of law. They disturb the ethics of public life and vitiate the integrity of the court personnel as well as the court itself. Public service requires utmost integrity and strictest discipline. A public servant must exhibit at all times the highest sense of honesty and integrity. This yardstick has been imprinted in the new Constitution under Section 1 of Article XIII which stressed that 'Public office is a public trust. Public officers and employees shall observe with the highest degree of responsibility, integrity, loyalty and efficiency and shall remain accountable to the people.' "

- When respondent was appointed by order of the Court, then presided by Judge Carpio, as Commissioner to ascertain some facts in order to resolve the contempt proceedings arising from Civil Case No. 375 (Emilio Navarro vs. Gavino Albores), by demanding initially from said plaintiff Navarro the amount of P1,500.00, which amount he actually received, and then followed by another demand of P710.00 where the place he was commissioned to go merely have a distance of 18 kilometers and the bus fare cost only P1.00 per trip; and, that despite the fact that it would only need one trip to accomplish his mission, it took him three trips and in each trip he was accompanied, among others, by ten (10) girls who have nothing to do officially in said trips, compelling plaintiff Navarro to incur additional expenses in feeding and entertaining them. Such actuations of respondent are highly reprehensible. By mulcting such an enormous and exorbitant amount from a party litigant, the respondent committed dishonesty and gravely abused his authority. He is only entitled to ask from the Court who appointed him as Commissioner for reimbursement of the actual and necessary expenses in connection therewith but to ask and demand directly from a party litigant is patently illegal. The respondent as holder of a public trust should perform his duties honestly and faithfully with reasonable skill and diligence so as not to jeopardize the interest of a party litigant. Respondent failed to live up to this standard.

The records likewise show that respondent is not morally fit to continue in his position as Deputy Clerk of Court. In Civil Case No. 399, entitled "Bernardita Escanlar and Roland Escanlar, plaintiffs, versus Francisco Gonzales, defendant," for support and damages (see pp. 168-170, rec), decided by Judge Felix L. Moya, CFI, Branch IX, Tagum, Davao, on January 13, 1975, herein respondent was found to have illicit relation with plaintiff oernardita Escanlar at the time when he was already legally married to his present spouse and serving as deputy clerk of court; and as a result of such illicit relationship, a son was born named Poland. Respondent, therefore, is guilty of immorality.

Credence can also be accorded to the report of Executive Judge Francisco that herein respondent is very irregular in reporting for work and in submitting his time records. Respondent reported to the Court, according to Judge Francisco, for only 4 or 5 times a month since November, 1980, on days when he expects the pay checks to arrive. He never submitted his time records for approval either to the Clerk of Court or to him (Judge Francisco) and he falsified the signature of its Branch Clerk of Court, Atty. Clemente Tajon. These were impliedly admitted by herein respondent when in his letter of resignation he candidly expressed his apologies to Judge Francisco, Clerk of Court Clemente A. Tajon and to all his co-employees for his past delinquencies during his eleven years of employment in the Court.

WHEREFORE, HEREIN RESPONDENT FRANCISCO M. GONZALES IS HEREBY DECLARED GUILTY OF GRAVE MISCONDUCT, ABUSE OF AUTHORITY, DISHONESTY, CORRUPTION, FALSIFICATION OF TIME RECORDS, IMMORALITY, AND HABITUAL ABSENTEEISM, AND IS HEREBY DISMISSED FROM THE SERVICE, WITH FORFEITURE OF ALL RETIREMENT BENEFITS AND WITH PREJUDICE TO REINSTATEMENT IN THE GOVERNMENT SERVICE, NATIONAL OR LOCAL, INCLUDING ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY, AND GOVERNMENT-OWNED OR CONTROLLED CORPORATIONS.

SO ORDERED.

Fernando, C.J., Teehankee, Barredo, Aquino, Conception Jr., Fernandez, Guerrero, Abad Santos, De Castro, Melencio Herrera, Ericta, Plana and Escolin, 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.