

FRANCISCA SALOMON, COMPLAINANT, VS. JUDGE FROILAN BLANCO, RESPONDENT.

Adm. Matter No. 2505-MJ. November 12, 1981

Ponente: DE CASTRO, J.

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DE CASTRO, J.:

This is an administrative case against above-named respondent with respect to which the Court Administrator submitted a memorandum dated October 13, 1981, from which the following is quoted:

"The complaint against respondent Froilan Blanco, then Municipal Judge of Pilar, Bataan and now Judge of the Municipal Circuit Court of Orion-Pilar, Bataan, revolves around his notarization of the 'Extra-Judicial Partition and Absolute Deed of Sale' in the absence of complainant Francisca Salomon and Abraham Gatdula and without seeing them signed the document and at the time when Abraham Gatdula was only 13 or 14 years old.

"The findings of PC Document Examiners Manuel Doctura and Crispin Tabo is that the signatures of Francisca Salomon and Abraham Gatdula on the Extra-Judicial Partition and Absolute Sale were forged. In fact, in Civil Case No. 3861 of the Court of First Instance of Bataan, entitled: Francisca Salomon, et al. vs. Araceli Calimbas, et al. for the nullification of said document, the court rendered judgment declaring null and void said instrument, ordering the cancellation of TCT Nos. 7544 and 7545, and the restoration of TCT No. 5333." [1]

The memorandum submitted by Deputy Court Administrator Romeo D. Mendoza, also dated October 13, 1981, is likewise hereunder quoted:

"Mrs. Francisca Salomon in an administrative complaint dated July 29, 1974, filed with the CFI of Bataan, Branch I, charged Judge Froilan Blanco of the Municipal Circuit Court of Orion-Pilar, Bataan, with gross misconduct, irregularity and falsification in the performance of his duties as Ex-Officio Notary Public.

"Complainant alleged that she is the registered pro-indiviso owner together with her sister Josefa Salomon (now deceased) survived by two sons Rogelio and Abraham Gatdula, of the property described in Transfer Certificate of Title No. 5333 of the Registry of Property of Bataan; that sometime in 1972, herein complainant discovered that the aforementioned property have been conveyed to one Araceli Calimbas of Pilar, Bataan, by virtue of an Extra-Judicial Partition and Deed of Absolute Sale, purportedly executed by complainant and her two nephews and notarized by respondent judge in his capacity as Ex-Officio Notary Public; that she and her two nephews never ceded nor conveyed the said property registered in her name to anybody else; that they never appeared before the respondent judge to execute the aforementioned instrument nor exhibited their respective Residence Certificate to respondent, more particularly, Abraham Gatdula, who was then barely fourteen (14) years old and therefore did not have any residence certificate and suspicious that gross irregularity, misconduct and falsification were resorted to in the execution of the questioned instruments, complainant submitted a certified xerox copy of the said Extra-judicial Partition and Deed of Absolute Sale for examination and analysis at the Crime Laboratory in Camp Crame, Quezon City which came up with the findings that the signatures of both Francisca Salomon and Abraham Gatdula were forged.

"Complainant further alleged that respondent judge personally worked for the registration of the questioned property and received from the Register of Deeds of Bataan Transfer Certificate of Title No. 7545 with Araceli Calimbas as the registered owner thereof.

"Respondent filed a Motion dated August 6, 1974 praying for the suspension of filing an answer and hearing of Administrative Case No. 23, until after the final termination of Civil Case No. 3861 (Francisca Salomon, et al. vs. Araceli Calimbas, et al.) alleged to be a condition precedent to Administrative Case No. 23. (Now docketed as AM 2505-MJ).

"Hon. Abraham P. Vera, Executive Judge, Court of First Instance of Bataan, Branch I at Balanga in an Order dated August 26, 1974 denied said Motion and respondent was required to file his answer.

"The respondent judge filed his answer dated September 6, 1974, and alleged:

a) that he admits having notarized an Extra-judicial Partition with Deed of Absolute Sale, in his capacity as Ex-Officio Notary Public but the same was regularly, properly and legally made. He complied with all the requirements and formalities of law in notarizing the questioned instruments;

b) that he contests the allegations of complainant as to the findings of the Crime Laboratory in Camp Crime, the same being misleading and erroneous. Respondent claims that complainant Salomon, did not mention in her complaint whose specimen signatures were submitted to hand writing experts and when those signatures were written in her effort to determine the genuineness of the questioned signatures;

c) that he admits par. 4 and 5 of the complaint relative to the transfer made and he finds nothing illegal or irregular in working for the registration of the questioned property in favor of Araceli Calimbas; and,

d) that the complaint is groundless and is purely for harassment purposes only.

"Respondent further avers that there is a pending case docketed as Civil Case No. 3861 entitled 'Francisca Salomon, et al. vs. Araceli Calimbas, et al.' for nullification of Document and Titles, with Damages before the CFI of Bataan.

"Considering that Administrative Case No. 23 and Civil Case No. 3861 involves the same parties and involves the same question of fact, the counsel for the complainants moved for the issuance of an Order directing the parties' respective evidence in Civil Case No. 3861 insofar as they are concerned be adopted as evidence in the Administrative Case. In an Order dated March 9, 1977 Hon. Abraham P. Vera, finding said Motion to be meritorious, directed complainant to submit a written motion and/or an offer of the relevant evidence he has presented in Civil Case No. 3861 so that such evidence may be considered as his evidence in the administrative case. Complainant and respondent further agreed to suspend the investigation of Administrative Case No. 23 (AM 2505-MJ) until after the termination of Civil Case No. 3861 as the evidences adduced therein will be adopted in this administrative case. The inquest judge, examining the documents and other records of the case, found the following apparent and visible infirmities and discrepancies:

'1. Ramon Gatdula, husband of Josefa, was stated in the document to have died on November 18, 1950 but certified to have died on May 17, 1951 (Exhibit J);

'2. Josefa, mother of Abraham and Rogelio Gatdula was stated in the document to have died on May 18, 1951 but certified to have died on November 18, 1950 (Exhibit I);

'3. The signature of Abraham (Exhibit-A-4; Exhibit 21-B) on the left hand margin of page one of the document and his signature (Exhibit 21-F-2) on page two of the same document are visibly different;

'4. To the typewritten title 'Notary Public' on page two of the document was added 'Ex-Officio' in hand writing and under the typewritten phrase 'Until December 31, 1953' was added the handwriting 'Justice of the Peace'.

These additions in handwriting which were of the judge would belie the judge's testimony that he himself prepared the document (tsn, p. 4 May 3, 1979). Otherwise, there would be no need for the additions in handwriting.

'5. Rogelio was supposed to have exhibited Residence Certificate No. A-3799787 issued on February 26, 1953 at Pilar, Bataan and Abraham was supposed to have exhibited Residence Certificate No. 3799788 issued also on February 26, 1953 at Pilar, Bataan. The issuance of the residence certificates seemed to be dubious considering that the brothers were issued the consecutive certificates on the same day in February 1953, a good six-month period before the execution of the document. This would be quite abnormal and not in the regular performance of official business. The issuance of the residence certificate to Abraham appeared to be more patently a last minute move as its number '3799788' and its date of issuance 'February 26' were typewritten on what before are blank spaces of the document. Moreover, Abraham was a minor who ought not to be issued a residence certificate.

'6. Francisca Salomon was stated in the document to be a resident of and with postal address at 11th Avenue, Caloocan, Rizal and yet exhibited Residence Certificate No. A-0326637 issued on June 17, 1953 in Manila and not in Caloocan City, her supposed residence at the time.

"From the foregoing defects in the documents, the investigating judge is correct to conclude that the questioned documents was (sic) inaccurately and hurriedly prepared and as a result thereof, vital data were mis-stated and some necessary details were added.

"It is clear that respondent judge has been negligent in not requiring vendees Francisca Salomon and Abraham Gatdula to personally appear before him and attest to the truth of the contents of the instrument which is one of the basic requirements of the acknowledgment. Why he ratified a document with infirmities and intercalations without being wary about them is perhaps indicative that he was really in haste and careless. If he had only observed the formalities required by law before notarizing the questioned instrument, Araceli Calimbas would not have been able to register the residential lot, subject of the controversy owned by the complainants herein.

"The hearing judge rendered a decision in Civil Case No. 3861 on May 5, 1981, the dispositive portion of which are as follows:

'Resultingly, judgment is hereby rendered:

1. Declaring as null and void the Extra Judicial Partition and Deed of Absolute Sale dated August 10, 1953;
2. Cancelling Transfer Certificate of Title No. 7544 and Transfer Certificate of Title No. 7545 covering Lot 50 of the Pilar (Bataan) Irrigation cadastre;
3. Restoring the efficacy of Transfer Certificate of Title No. 5333, likewise, covering Lot 50 of the Pilar (Bataan) Irrigation cadastre;
4. Ordering defendant Araceli Calimbas to remove at her expense her house constructed on Lot 50 and directing the said defendant to pay to plaintiffs the amount of P50.00 as reasonable monthly rental on Lot 50 since the construction of her house on the said lot;
5. Restoring plaintiffs to the possession of Lot 50;
6. Directing defendants, jointly and severally, to pay attorney's fees in the sum of P3,500 and to pay the costs of the suit.

SO ORDERED.'

"From the foregoing dispositive portion of the decision in Civil Case No. 3861, it is clear that respondent's

notarization of the questioned document was irregular, improper and not in accordance with law. The discrepancies, infirmities and intercalations very plainly reveal that the requirements of the law had been ignored in the notarial act. While it is true that during the time that the respondent judge was following up the registration of the changes in the Transfer Certificate of title of the land, Municipal Judges were allowed to practice, nonetheless for a judge to follow-up papers in registering document with the Register of Deeds, is not appropriate and befitting of the conduct of a judge. As a notary public, he should show impartiality and integrity. Respondent's particular conduct in this case is wanting for which reason we find him negligent and careless." [2]

After we have thoroughly and conscientiously gone over the records of the case, We are sufficiently satisfied that the observations and conclusions contained in the foregoing memoranda are fully substantiated and supported by the evidence on record in that respondent Judge had been nonchalantly negligent in notarizing the alleged "Extrajudicial Partition and Deed of Absolute Sale", supposedly executed by complainant and her nephews sans their presence, and in further determining the right age of Abraham Gatdula before notarizing the said deed, which led to the ceding to one Araceli Calimbas of a residential parcel of land in Pilar, Bataan, especially so, that Article 1327 (1) of the new Civil Code is quite explicit that an unemancipated minor, like Abraham at the time of the execution of the document in question, cannot give consent to a contract, consent being one of the essential requisites of a contract, as provided by Article 1318 of the same Code.

Had it not been for the notarized deed in question, the property involved herein could not have possibly been registered in Araceli's name, which registration was made easier thru respondent's ill-advised act of notarizing said deed without requiring the supposed deponents to personally appear before him and attest to the truth of the contents of said document which is one of the basic requirements of an acknowledgment. It is worth noting, as it is significant, that a notarial document is by law entitled to full faith and credit upon its face, and for this reason notaries public must observe the utmost care to comply with the elementary formalities in the performance of their duties. Otherwise, the confidence of the public in the integrity of this form of conveyancing would be undermined. [3]

Be that as it may, however, We take the view that the penalty of suspension from office for a period of six (6) months without pay, as recommended both by the Court Administrator and the Deputy Court Administrator, is too severe a penalty under the premises. We believe that the act committed by respondent Judge is not so grave enough to warrant suspension. A fine equivalent to one (1) month of respondent's salary will be sufficient, if only to remind respondent and other notaries public of the delicate nature of their sworn duties.

WHEREFORE, finding respondent, Judge Froilan Blanco, guilty of notarizing the questioned Extrajudicial Partition and Deed of Absolute Sale in the absence of complainant, one of the supposed deponents to said document, he is ordered to pay a fine equivalent to his salary of one (1) month, with warning that a repetition of the same or similar errors will not be countenanced and will be the subject of a stern disciplinary action.

Let this decision be noted in respondent's record.

SO ORDERED.

Barredo, (Chairman), Aquino, Concepcion, Jr., and Abad Santos, JJ., concur.

[1] p. 123, Rollo.

[2] pp. 124-130, Id.

[3] Ramirez v. Ner, 21 SCRA 207.

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