

MARIA TIANIA, COMPLAINANT, VS. ATTY. AMADO OCAMPO, RESPONDENT.

A.C. No. 2285. August 12, 1991

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PER CURIAM:

These disbarment proceedings against Attorney Amado Ocampo were filed by Maria Tiana, docketed as Administrative Case No. 2285, and by Spouses Felicidad Angel and Alfonso Angel (hereinafter referred to as the Angel Spouses), docketed as Administrative Case No. 2302.

Both cases were consolidated upon the instance of Atty. Amado Ocampo who, in his answer, denied the imputations.

The complaints in Adm. Case No. 2285 and Adm. Case No. 2302 were filed on July 14, 1981 and August 10, 1981, respectively.

On January 27, 1982, after Atty. Ocampo filed his comment, the Court referred the case to the Solicitor General for investigation, report, and recommendation as provided, then, by Section 27, Rule 138 of the Rules of Court.[1]

It was only on April 25, 1990, more than eight years later, that the Office of the Solicitor General returned the entire records of Adm. Cases Nos. 2285 and 2302 with the accompanying complaint for disbarment.

Hence, the administrative complaint for disbarment in both cases was filed.

ADMINISTRATIVE CASE NO. 2285

Maria Tiana claims in her verified complaint that respondent Amado Ocampo who has been her "retaining (sic) counsel" in all her legal problems and court cases as early as 1966, has always had her unqualified faith and confidence.

In 1972, one Mrs. Concepcion Blaylock sued Tiana for ejectment[2] from a parcel of land described as "Lot 4131, TS-308." Ocampo appeared for Tiana and also for Blaylock. Tiana confronted Ocampo about this but the latter reassured Tiana that he will take care of everything and that there was no need for Tiana to hire a new lawyer since he is still Tiana's lawyer. Ocampo prepared the answer in the said ejectment case, which Tiana signed. Then Ocampo made Tiana sign a Compromise Agreement[3] which the latter signed without reading.

Two years from the submission of the Compromise Agreement, Tiana was shocked when she received an order to vacate[4] the property in question. To hold off her ejectment for another two years, Ocampo advised Tiana to pay him a certain amount for the sheriff.[5]

Ocampo denied the charges in detail. Although he handled some legal problems and executed some notarial deeds for Tiana from 1966-1971, Tiana had also engaged the services of various counsel to represent her in several criminal and civil cases, involving violations of municipal ordinances and estafa. Thus, he could not be the complainant's "retaining counsel" in all her legal problems and court cases.

Ocampo then insisted that he appeared on behalf of Mrs. Blaylock, and not as counsel of Tiana, in Civil Case No. 1104-0. He never saw or talked to Tiana from the time the said civil case was filed up to the pre-trial and as such could not have discussed with her the complaint, the hiring of another lawyer, and more so the preparation of the answer in the said case. He admitted that during the pre-trial of the said case, Tiana showed to him a document which supported her claim, over the property in question. Ocampo, after going over the document, expressed his doubts about its authenticity. This convinced Tiana to sign a Compromise Agreement and to pay the acquisition cost to Blaylock over a period of six (6) months.[6]

But Tiana never fulfilled any of her obligations. She moreover made the situation worse by selling the contested property to a third party even after an alias writ of execution had ordered the transfer of the possession of the disputed property to Blaylock.[7]

Significantly, the petition was filed five years after Tiana allegedly suffered "terrible shock" upon receiving the Notice to Vacate.

Citing *Arboleda v. Gatchalian*,[8] Ocampo said that the overdue filing of a complaint against a lawyer should already create a suspicion about the motives of the complainant or the merit of the complaint.

ADMINISTRATIVE CASE NO. 2302

The Angel spouses, complainants in A.C. No. 2302, allege that sometime in 1972, they sold their house in favor of Blaylock (the same Mrs. Concepcion Blaylock in A.C. No. 2285) for the amount of seventy thousand pesos (P70,000.00). Ocampo (the same respondent Atty. Amado Ocampo), acted as their counsel and prepared the Deed of Sale of a Residential House and Waiver of Rights Over a Lot.

With the money paid by Blaylock, the Angel spouses bought another parcel of land. Again, Ocampo prepared the Deed of Sale which was signed by the vendor, a certain Laura Dalanan, and the Angel spouses, as the vendees. In addition, Ocampo allegedly made the Angel spouses sign two (2) more documents which, accordingly, were made parts of the sale transaction.

Those two (2) documents later turned out to be a Real Estate Mortgage of the same property purchased from Laura Dalanan and a Promissory Note,[9] both in favor of Blaylock.

The Angel spouses never realized the nature of the said documents until they received a complaint naming them as defendants in a collection suit[10] filed by Ocampo on behalf of the plaintiff, Commercial Corporation of Olongapo, a firm headed by Blaylock.

The Angel spouses added that Ocampo reassured them that there was no need for them to engage the services of a new lawyer since he will take care of everything. Ocampo even appeared as counsel for the Angel spouses in a civil case[11] they filed sometime in 1976. However, in 1978, a Notice to Vacate,[12] on the basis of the two (2) documents they signed in 1972, was served on them.

These acts, the complainants charge, violate the ethics of the legal profession. They lost their property as a result of the respondent's fraudulent manipulation, taking advantage of his expertise in law against his own unsuspecting and trusting clients.

As in the first case, Ocampo presented an elaborate explanation.

Ocampo alleged that it was his client, Mrs. Concepcion Blaylock, who introduced to him the Angel spouses in 1972. Blaylock wanted Ocampo to check the background of the Angel spouses in connection with the loan they were seeking from Blaylock.

In his interview with Mrs. Angel, Ocampo learned that the amount of twenty thousand pesos (P20,000.00) to be loaned to the Angel spouses from Blaylock would be used to repurchase the property at 39 Fendler Street, Olongapo City, which the Angel spouses had originally owned. In turn, the Angel spouses should sell the same to Blaylock.

Ocampo himself facilitated the transfer by delivering to the complainants the P20,000 for the repurchase of the Fendler property. This in turn was sold to Blaylock.[13]

Since the sale of the Fendler property would render the Angel spouses homeless, they suggested to Blaylock that they would need an additional loan of forty thousand pesos (P40,000.00) to purchase from Laura Dalanan another property located at #66 Kessing Street, Olongapo City, which was mortgaged in favor of a certain Salud Jimenez.

To expedite the transfer of the Kessing property from Dalanan to the Angel spouses, Ocampo himself delivered to Salud Jimenez twenty-two thousand (P22,000.00) pesos from Blaylock in payment of the mortgage debt of Dalanan. The balance of eighteen thousand (P18,000.00) pesos was then delivered to Mrs. Angel upon the execution of the final documents between the Angel spouses and Dalanan.[14]

Ocampo explained that simultaneously he executed a Real Estate Mortgage over the Kessing property and a Promissory Note for the Angel spouses in favor of Blaylock for the amount of seventy-four thousand seventy five (P74,075.00) pesos. Although only forty thousand (P40,000.00) was received by Mrs. Angel and Dalanan, the difference between seventy-four thousand seventy five pesos and forty thousand pesos represented the interests in advance over a period of five years in which the loan would be paid.

When the monthly amortizations became due, the Angel spouses never paid any of it despite repeated demands from Blaylock. Blaylock assigned the promissory note to the Commercial Credit Corporation which later on filed a civil case against the Angel spouses.

The Angel spouses never filed an answer and were declared in default. Upon execution, the Kessing property was levied on and sold at public auction followed by a Notice to Vacate.

Ocampo admits appearing for the Angel spouses in Civil Case No. 1458, filed July 26, 1976, but only because he had his client Blaylock's interest foremost in his mind.

Blaylock, through Ocampo, had sued one Benedicto Hermogeno, a lessee of Blaylock's property, in an ejectment case. But before the institution of the ejectment case, Hermogeno, leased out the same premises to Mrs. Angel on June 14, 1976. Four days later, Hermogeno, without the knowledge and consent of Mrs. Angel, regained possession of the leased premises. Thus, Ocampo, in filing a complaint against Hermogeno, on behalf of Blaylock, was also doing so for Mrs. Angel.

These explanations notwithstanding, the Solicitor General charged the respondent Atty. Amado Ocampo with malpractice and gross misconduct punishable under Section 27 of Rule 138 of the Rules of Court of the Philippines and violation of his oath of office as an attorney for the following acts:

a) Administrative Case No. 2285

At the pre-trial of Civil Case No. 1104-0, the respondent appeared as counsel for the plaintiff and while appearing for the same, gave advice and warnings to the defendant which paved the way for an amicable settlement and which may have prejudiced the defendant's rights.

b) Administrative Case No. 2302

(1) Respondent, while acting as counsel for Mrs. Concepcion Blaylock and her Commercial Credit Corporation;

also acted as counsel of the complainant Mrs. Angel when he prepared the Deed of Sale of a Residential House and Waiver of Rights Over a Lot for Mrs. Angel in favor of Zenaida Blaylock, daughter of Concepcion Blaylock.

(2) Respondent, while acting as counsel for Mrs. Concepcion Blaylock and her Commercial Credit Corporation, also acted as counsel of Mrs. Angel when he proceeded to Cavite and paid Salud Jimenez the sum of twenty two thousand pesos (P22,000.00) for Dalanan's Kessing Property.

(3) Respondent was representing conflicting interests when he simultaneously prepared the Deed of Sale of the Kessing property in favor of Mrs. Angel and the Real Estate Mortgage for the same property to be signed by Mrs. Angel in favor of Mrs. Blaylock and her Commercial Credit Corporation.

(4) Respondent used Mrs. Angel by pretending to protect her interest as his client in Civil Case No. 2020-0, when admittedly he was only "forced to help and assist Mrs. Angel in said case to protect the property of Mrs. Blaylock."

Was the respondent guilty of representing conflicting interests?

The specific law applicable in both administrative cases is Rule 15.03 of the Code of Professional Responsibility which provides:

A lawyer shall not represent conflicting interest except by written consent of all concerned given after full disclosure of the facts.

We prohibit the representation of conflicting interests not only because the relation of attorney and client is one of trust and confidence of the highest degree, but also because of the principles of public policy and good taste. An attorney has the duty to deserve the fullest confidence of his client and represent him with undivided loyalty. Once this confidence is abused, the entire profession suffers.[15]

The test of the conflict of interest in disciplinary cases against a lawyer is whether or not the acceptance of a new relation will prevent an attorney from the full discharge of his duty of undivided fidelity and loyalty to his client or invite suspicion of unfaithfulness or double-dealing in the performance thereof.[16] Considering this criterion and applying it to the present administrative cases, we find no cogent reason to disturb the findings of the Solicitor General upholding the complaints against the respondent. Indeed, the aforementioned acts of the respondent in representing Blaylock, and at the same time advising Tiana, the opposing party, as in the first administrative case, and once again representing Blaylock and her interest while handling the legal documents of another opposing party as in the second case, whether the said actions were related or totally unrelated, constitute serious misconduct. They are improper to the respondent's office as attorney.

However, taking into consideration the advanced age of the respondent, who would have reached seventy three (73) years, as of this date, the Court, while uncompromisingly firm in its stand against erring lawyers, nonetheless appreciates the advance years of the respondent in his favor.

WHEREFORE, finding the respondent Atty. Amado Ocampo guilty of malpractice and gross misconduct in violation of the Code of Professional Responsibility, we hereby SUSPEND him from the practice of law for a period of one (1) year.

Let this Decision be spread upon the personal records of the respondent and copies thereof furnished to all courts and to the Integrated Bar of the Philippines.

Fernan, C.J., Narvasa, Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Feliciano, Gancayco, Padilla, Bidin, Sarmiento, Griño-Aquino, Medialdea, Regalado, and Davide, Jr., JJ., concur.

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- [1] Report and Recommendation of the Office of the Solicitor General, March 27, 1990, 18.
- [2] "Concepcion F. Blaylock v. Maria Tiana, et al.," CFI (Olongapo, Zambales), Civil Case No. 1104-0 filed on November 6, 1972.
- [3] Civil Case No. 1104-0, Compromise Agreement, signed by Maria Tiana, on her own behalf and on behalf of her husband as defendants, and by Atty. Amado Ocampo, as attorney-in-fact and counsel of Mrs. Concepcion Blaylock, plaintiff, April 2, 1973.
- [4] Civil Case No. 1104-0, Notice to Vacate, August 20, 1975.
- [5] Report and Recommendation of the Solicitor General, March 27, 1990, 4-5.
- [6] Handwritten letter addressed to Atty. Ocampo from Maria Tiana, August 1, 1975; Promise to pay the obligation, August 4, 1975; Last Promise, September 1, 1975; Definite Last Promise, September 9, 1975.
- [7] Alias Writ of Execution, issued February 24, 1975; Deed of Absolute Sale, executed June 8, 1974.
- [8] Administrative Case No. 1034, July 23, 1974, 58 SCRA 64.
- [9] Both the Real Estate Mortgage and the Promissory Note are dated October 17, 1972.
- [10] Civil Case No. 1332-0, filed on October 23, 1973.
- [11] Civil Case No. 2020-0, filed on July 30, 1976.
- [12] Civil Case No. 1332-0, Notice to Vacate, March 15, 1978.
- [13] Deed of Sale of a Residential House and Waiver of Rights over a lot was executed by the Angel Spouses in favor of Zenaida Blaylock, on September 20, 1972.
- [14] Deed of Sale of a House and Waiver of Rights over a Lot signed by Dalanan as vendor and Felicidad Angel as vendee, October 17, 1972.
- [15] Hilado v. David, 84 Phil. 576-579; US v. Laranja, 21 Phil. 510.
- [16] In re Dela Rosa, 27 Phil. 265-266.

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