

MARCIANO JOSON, COMPLAINANT, VS. ATTY. GLORIA M. BALTAZAR, RESPONDENT.

A.C. No. 575. February 14, 1991

Ponente: FELICIANO, J.

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FELICIANO, J.:

In this administrative case for disbarment instituted by Marciano Joson, Atty. Gloria M. Baltazar, now Gloria Baltazar-Aguirre, is charged with violation of the Revised Penal Code and grave malpractice as a lawyer. In his complaint, Marciano Joson alleged that on 10 July 1957, respondent Atty. Gloria Baltazar-Aguirre notarized a deed of sale executed by complainant in favor of one Herminia Feliciano, but:

- respondent had made it appear in the deed of sale that complainant-vendor sold 150 square meters of his unregistered land in Pulilan, Bulacan, instead of only 50 square meters which was the real agreement of the parties; and
- at the time respondent Baltazar notarized the deed of sale, she was no longer authorized to do so since her notarial commission had expired on 31 December 1956 and was renewed by her only on 17 September 1957.

The Court required respondent Baltazar to file an answer and this she did. The complaint and answer were then referred to the Office of the Solicitor General on 29 August 1963 for investigation, report and recommendation.

The Solicitor General submitted his report and recommendation dated 28 March 1990.

The Solicitor General found that the first charge of malpractice against respondent Baltazar had not been substantiated. The only evidence submitted by complainant was his own testimony given at a hearing called by the Solicitor General --

“ATTY. MONTOKA:

How many square meters did you sell to Herminia Feliciano?

WITNESS [Marciano Joson]:

50 square meters.

INVESTIGATOR:

Is that sale in writing?

WITNESS:

Yes, sir.

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ATTY. MONTOKA:

What did you find in the Office of the Provincial Assessor of Malolos, Bulacan?

WITNESS:

I saw that instead of the 50 square meters which was agreed upon by us, it was 150 square meters.”[1]

Such testimony, of course, is not competent, in view of the parole evidence rule, to vary the terms of the written agreement of the parties with respect to the area of land sold therein. By itself, complainant's testimony is insufficient to show the existence of a mistake or imperfection in the writing or that the deed of sale failed to express the true intent and agreement of the parties.[2] Moreover, complainant admitted in his testimony that he had read the deed of sale and had seen that the area of the land sold was set out as 150 square meters but had not protested about it:

"ATTY. GRANADOS:

Now, after the deed of sale Exhibit A was prepared; did you read it?

WITNESS [Marciano Joson]:

Yes, sir.

ATTY. GRANADOS:

And you found that it conformed to all that was agreed upon between you and your vendee?

WITNESS:

Yes, sir.

ATTY. GRANADOS:

Who else, if you know, read Exhibit A before it was executed by you?

WITNESS:

My wife.

ATTY. GRANADOS:

And she also expressed her conformity to all that was stated in Exhibit A?

WITNESS:

Yes, sir.”[3]

Complainant had, moreover, made admissions during the hearing before the Office of the Solicitor General that he had signed the deed of sale voluntarily having seen "that the document was prepared correctly ("Mahusay ang pagkakita ko sa paggawa ng dokumento").[4] It was also brought out that complainant had discussed with his vendee the possibility of return of the land to complainant upon refund by the latter of the purchase price thereof, thus indicating, as the Solicitor General pointed out, that complainant's claim about the deed of sale not reflecting the true intent of the parties in respect of the area sold, was merely "a scheme designed to nullify the sale to enable the complainant to eventually recover the property sold".[5]

In respect of the second charge, respondent Baltazar did not deny that her commission as notary public had expired by the time she notarized the deed of sale. Respondent in her defense, however, maintained that she had applied for a renewal of her commission prior to its expiration in 1956; that the court employee in charge of renewing her commission had prepared the necessary documentation with respondent signing the oath of office

and commission in advance and that she had left an amount of money to cover the fees and services of that employee who was supposed to deliver to her the renewed commission; that respondent forgot about the matter and in good faith continued to act as a notary public in the honest belief that her commission had been renewed with the filing of the petition which she considered a routine formality; and that when she learned in August 1956 that her petition for renewal had not been filed, she applied anew for renewal of her commission and was in fact re-commissioned as notary public on 7 September 1957.

It appears to the Court that the respondent considered the requirements for appointment or renewed appointment of a notary public as a casual formality, since she did not bother to ascertain whether her commission had in fact been renewed before acting as such. By respondent's own testimony, she had become aware before notarizing the deed of sale that her petition for renewal of her notarial commission had not been filed.[6] The Court is, therefore, unable to accept her plea of good faith simply on the basis of her claimed belief that her commission would, as a matter of course, be approved upon the filing of her petition for renewal of her commission.

In *In the Matter of the Disbarment of Dominador E. Flores: City Fiscal R. Lozada v. Dominador E. Flores*,[7] respondent attorney notarized six (6) documents consisting of an extrajudicial partition of an estate, a deed of sale with right of repurchase and four (4) deeds of absolute sale, all involving unregistered land, at a time when his commission as notary public had expired. The Court characterized his conduct as "reprehensible", "constituting as it does not only malpractice but also the commission, in the six separate and distinct occasions, of the crime of falsification of public documents, [which] justifies his disbarment", [8] and disbarred him.

Under the foregoing case, respondent Baltazar's conduct must be similarly characterized as malpractice and falsification of a public document. Notarization of a private document converts such document into a public one[9] and renders it admissible court without further proof of its authenticity.[10] Courts, administrative agencies and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument. Notarization is not an empty routine; to the contrary, it engages public interest in a substantial degree and the protection of that interest requires preventing those who are not qualified or authorized to act as notaries public from imposing upon the public and the courts and administrative offices generally.[11]

Since only one instance of unauthorized notarization is here involved, rather than repeated acts as in *City Fiscal R. Lozada v. Dominador E. Flores*, and considering the circumstances of this case, the Court considers that suspension from the practice of law for a period of three (3) months would be an adequate administrative penalty.

ACCORDINGLY, the Court Resolved to SUSPEND respondent Atty. Gloria M. Baltazan-Aguirre from the practice of law for a period of three (3) months commencing from receipt of this Resolution. Copies of this Resolution shall be furnished to the courts and the Bar Confidant and spread on the personal record of respondent.

Fernan, C.J., (Chairman), Gutierrez, Jr., Bidin, and Davide, Jr., JJ., concur.

[1] TSN, 3 September 1965, pp. 7 and 10.

[2] Rule 130, Section 7, Revised Rules of Court.

[3] TSN, 3 September 1965, pp. 27-28.

[4] TSN, 22 October 1965, p. 62.

[5] Report of the Solicitor-General, pp. 4-5.

[6] TSN, 27 June 1966, pp. 93-94.

[7] 21 SCRA 1267 (1967).

[8] 21 SCRA at 1270.

[9] *Aspacio v. Inciong*, 161 SCRA 181 (1988); *Bermejo v. Barrios*, 31 SCRA 764 (1970).

[10] Section 24, Rule 132, Rules of Court. See also *Antillon v. Barcelona*, 37 Phil. 148 (1917).

[11] *Reboldela v. Intermediate Appellate Court*, 155 SCRA 520 (1987); *Antillon v. Barcelona*, *supra*.

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