MARITES E. FREEMAN, COMPLAINANT, VS. ATTY. ZENAIDA P. REYES, RESPONDENT.

A.C. No. 6246 [Formerly CBD No. 00-730]. November 15, 2011

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PER CURIAM:

Before this Court is an administrative complaint, filed by complainant Marites E. Freeman, seeking the disbarment of respondent Atty. Zenaida P. Reyes, for gross dishonesty in obtaining money from her, without rendering proper legal services, and appropriating the proceeds of the insurance policies of her deceased husband. Complainant also seeks recovery of all the amounts she had given to respondent and the insurance proceeds, which was remitted to the latter, with prayer for payment of moral and exemplary damages.

In her sworn Complaint-Affidavit[1] dated April 7, 2000, filed on May 10, 2000, complainant alleged that her husband Robert Keith Freeman, a British national, died in London on October 18, 1998. She and her son, Frank Lawrence applied for visas, to enable them to attend the wake and funeral, but their visa applications were denied. Complainant engaged the services of respondent who, in turn, assured her that she would help her secure the visas and obtain the death benefits and other insurance claims due her. Respondent told complainant that she had to personally go to London to facilitate the processing of the claims, and demanded that the latter bear all expenses for the trip. On December 4, 1998, she gave respondent the amount of P50,000.00. As acknowledgment for the receipt of P47,500.00 for service charge, tax, and one round trip ticket to London, respondent gave her a Cash/Check Voucher,[2] issued by Broadway Travel, Inc., but on the right margin thereof, the notations in the amount of “P50,000.00” and the date “12-5-98” were written and duly initialled. On December 9, 1998, she acceded into giving respondent the amount of P20,000.00 for legal costs in securing the visas, as shown by the Temporary Receipt[3] bearing said date, issued by Z.P. Reyes Law Office (respondent's law firm). On December 18, 1998, she went to see respondent to follow-up the visa applications, but the latter asked for the additional amount of P10,000.00 for travel expenses, per Temporary Receipt[4] bearing said date, issued by respondent’s law firm. After several phone calls inquiring about the status of the visa applications, respondent told her, “Mahirap gapangin ang pagkuha ng visa, kasi blacklisted at banned ka sa Embassy.” (It is difficult to railroad the process of securing visa, because you are blacklisted and banned by the Embassy). Sometime in February 1999, respondent told her that to lift the travel ban on her, she should shell out P18,000.00 as “panlagay” or “grease money” to bribe some staff of the British Embassy. After a week, respondent informed her that the ban was lifted, but the visas would be issued on a later date, as she had convinced the British Embassy to issue resident visas instead of tourist visas. Respondent told her that to expedite the release of the resident visas, she should again give P20,000.00 and a bottle of wine, worth P5,000.00, as “grease money” to bribe the British Embassy personnel. After several weeks, respondent told her that the period for visa applications had lapsed, and that another amount of P18,000.00 was needed to reinstate the same. Later, respondent asked for P30,000.00 as legal costs, per Temporary Receipt,[5] dated April 19, 1999, to be used for booking the former's flight to London, and P39,000.00 for legal costs, per Temporary Receipt[6] dated May 13, 1999, to cover the expenses for the plane tickets. Both temporary receipts were issued by respondent’s law firm.

Complainant said that despite repeated follow-ups with respondent, nothing came out. Instead, she received a

picture of her husband's burial, sent by one Stanley Grist, a friend of the deceased. She later learned that respondent left for London alone, without informing her about it. Respondent explained that she needed to go to London to follow-up the insurance claims, and warned her not to communicate with Grist who allegedly pocketed the proceeds of her husband's insurance policy. She told respondent that she received a letter[7] dated March 9, 1999 from one Martin Leigh, an Officer of H.M. Coroner's Court, London, informing her about the arrangements for the funeral and that her late husband was covered by three insurance policies, to wit: Nationwide Building Society (Account Number 0231/471 833 630), Lincoln Assurance Company (British National Life Policy No. PP/85/00137851), and Scottish Equitable PLC (Policy No. 2779512).[8] Respondent offered to help and assured her that representations with the insurance companies had earlier been made, so that the latter would be receiving the insurance proceeds soon.

According to the complainant, respondent required her to affix her signature in a Special Power of Attorney (SPA),[9] dated November 6, 1998 [first SPA], which would authorize the respondent to follow-up the insurance claims. However, she found out that the SPA [first SPA] she signed was not notarized, but another SPA,[10] dated April 6, 1999, was notarized on April 30, 1999 [second SPA], and that her signature therein was forged. Later, she came across a similar copy of the SPA,[11] dated April 6, 1999, also notarized on April 30, 1999 [third SPA], but this time, additionally bearing the signatures of two witnesses. She said that without her knowledge and consent, respondent used the third SPA, notarized on April 30, 1999, in her correspondence with the insurance companies in London.

Complainant discovered that in an undated letter,[12] addressed to one Lynn O. Wilson of Scottish Equitable PLC (Policy No. 2779512), respondent made representations that her husband left no will and that she had no verified information as to the total value of her husband's estate and the existence of any property in London that would be subjected to Grant of Representation. Said letter requested that complainant be advised on the value for probate in the amount of £5231.35 and the procedure for its entitlement. Respondent added therein that “As to the matter of the installments due, as guaranteed by Mr. Freeman's policy, Mrs. Freeman requests that the remittance be sent directly to Account No. 0148-27377-7 Far East Bank, Diliman Branch, with business address at Malakas St. Barangay Central District, Quezon City, Philippines under the account name: Reyes/Mendiola, which serves as her temporary account until further notice.”

Subsequently, in a letter[13] dated July 29, 1999, addressed to one Andrea Ransom of Lincoln Financial Group (PP/8500137851), respondent, declaring that she is the “Counsel/Authorized Representative [of the complainant], per SPA dated April 20, 1999 [should be April 30, 1999],” replied that she had appended the documents required (i.e., marriage certificate and birth certificate), in her previous letter,[14] dated April 20, 1999, to the said insurance company; that pursuant to an SPA[15] executed in her favor, all communications pertaining to complainant should be forwarded to her law firm; that she sought clarification on whether complainant is entitled to death benefits under the policy and, if so, the amount due and the requirements to be complied with; and that in the absence of a Grant of Probate (i.e., the deceased having left no will), she “enclosed an alternative document [referring to the Extrajudicial Settlement[16] dated June 1, 1999, notarized by respondent] in support of the claim of the surviving spouse (Mrs. Freeman) and their sole child (Frank Lawrence Freeman).” In the same letter, respondent reiterated that complainant “requests that any amount of monies due or benefits accruing, be directly deposited to Account No. 0148-27377-7 at Far East Bank, Diliman Branch, Malakas St., Quezon City, Philippines under Reyes/Mendiola, which serves as her temporary account until further notice.”

Complainant declared that in November 1999, she made a demand upon the respondent to return her passport and the total amount of P200,000.00 which she gave for the processing of the visa applications. Not heeding her demand, respondent asked her to attend a meeting with the Consul of the British Embassy, purportedly to discuss

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about the visa applications, but she purposely did not show up as she got disgusted with the turn of events. On the supposed rescheduled appointment with the British Consul, respondent, instead, brought her to Airtech Travel and Tours, and introduced her to one Dr. Sonny Marquez, the travel agency's owner, who assured her that he would help her secure the visas within a week. Marquez made her sign an application for visa and demanded the amount of P3,000.00. After a week, she talked to one Marinez Patao, the office secretary of respondent's law firm, who advised her to ask respondent to return the total amount of P200,000.00.

In her Counter-Affidavit/Answer[17] dated June 20, 2000, respondent countered that in 1998, complainant, accompanied by former Philippine Sports Commission (PSC) Commissioner Josefina Bauzon and another woman whose identity was not ascertained, sought legal advice regarding the inheritance of her deceased husband, a British national.[18] She told complainant to submit proof of her marriage to the deceased, birth certificate of their son, and other documents to support her claim for the insurance proceeds. She averred that before she accepted the case, she explained to complainant that she would be charging the following amounts: acceptance fee of P50,000.00, P20,000.00 for initial expenses, and additional amount of P50,000.00 on a contingent basis. She said complainant agreed to these rates and, in fact, readily paid her the said amounts. With an SPA,[19] dated April 6, 1999 and notarized on April 30, 1999 [second SPA], having been executed in her favor, she made preliminary communications with the insurance companies in London regarding complainant's claims. Having received communications from said insurance companies, she stated that complainant offered, which she accepted, to shoulder her plane ticket and the hotel accommodation, so that she can personally attend to the matter. She left for London in May 1999 and, upon her return, she updated the complainant about the status of her claims.

As to the visa arrangements, respondent said that when she met with complainant, she asked her why she had not left for London, and the latter replied that her contacts with the embassy had duped her. She explained to complainant that she could refer her to a travel consultant who would handle the visa arrangements for a fee, to which the latter agreed. She stated that when complainant acceded to such arrangement, she accompanied her, in December 1999, to a travel consultant of Airtech Travel and Tours, who found out that complainant's previous visa applications had been denied four times, on the ground of falsity of information. Thereafter, complainant was able to secure a visa through the help of the travel consultant, who charged her a “professional fee” of P50,000.00. She added that she had no participation in the foregoing transactions, other than referring complainant to the said travel consultant.

With regard to the alleged falsified documents, respondent denied knowledge about the existence of the same, and declared that the SPA,[20] dated April 6, 1999, which was notarized on April 30, 1999 [second SPA], was her basis for communications with the insurance companies in London. She stated that in her absence, complainant, through wily representations, was able to obtain the case folder from Leah Buama, her office secretary, and never returned the same, despite repeated demands. She said that she was unaware of the loss of the case folder as she then had no immediate need of it. She also said that her secretary failed to immediately report about the missing case folder prior to taking a leave of absence, so as to attend to the financial obligations brought about by her mother's lingering ailment and consequent death.[21] Despite repeated requests, complainant failed to return the case folder and, thus, the law firm was prevented from pursuing the complainant's insurance claims. She maintained that through complainant's own criminal acts and machinations, her law office was prevented from effectively pursuing her claims. Between January to February 2000, she sent complainant a billing statement which indicated the expenses incurred[22] by the law firm, as of July 1999; however, instead of settling the amount, the latter filed a malicious suit against her to evade payment of her obligations.

On January 19, 2001, complainant filed a Motion Submitting the Instant Case for Immediate Resolution with

Comments on Respondent's Answer, alleging, among others, that upon seeing the letter[23] dated March 9, 1999 of the Coroner's Court, respondent began to show interest and volunteered to arrange for the insurance claims; that no acceptance fee was agreed upon between the parties, as the amounts earlier mentioned represented the legal fees and expenses to be incurred attendant to the London trip; that the parties verbally agreed to a 20% contingent fee out of the total amount to be recovered; that she obtained the visas with the assistance of a travel consultant recommended by respondent; that upon return from abroad, respondent never informed her about the arrangements with the insurance companies in London that remittances would be made directly to the respondent's personal account at Far East Bank; that the reason why respondent went to London was primarily to attend the International Law Conference, not solely for her insurance claims, which explained why the receipt for the P50,000.00, which she gave, bore the letterhead of Broadway Travel, Inc. (in the amount of P47,500.00) and that she merely made a handwritten marginal note regarding the receipt of the amount of P50,000.00; that with the use of an SPA [referring to the second SPA] in favor of the respondent, bearing her forged signature, the amount of £10,546.7 [should be £10,960.63],[24] or approximately equivalent to P700,000.00, was remitted to the personal bank account of respondent, but the same was never turned over to her, nor was she ever informed about it; and that she clarified that she never executed any SPA that would authorize respondent to receive any money or check due her, but that the only SPA [first SPA] she executed was for the purpose of representing her in court proceedings.

Meanwhile, respondent filed a criminal complaint[25] for malicious mischief, under Article 327 of the Revised Penal Code, against complainant and one Pacita Mamaril (a former client of respondent), for allegedly barging into the law office of the former and, with the use of a pair of scissors, cut-off the cords of two office computer keyboards and the line connections for the refrigerator, air conditioning unit, and electric fan, resulting in damage to office equipment in an estimated amount of P200,000.00. In the Resolution,[26] dated July 31, 2000, the Assistant City Prosecutor of Quezon City recommended that the complaint be dismissed for insufficiency of evidence. The case was subsequently dismissed due to lack of evidence and for failure of respondent to appear during the preliminary investigation of the case.[27]

Thereafter, complainant filed a criminal case for estafa, under Article 315, paragraph 2 (a) of the Revised Penal Code, against respondent, docketed as Criminal Case No. Q-02-108181, before the Regional Trial Court of Quezon City, Branch 83. On Motion for Reinvestigation by respondent, the City Prosecutor of Quezon City, in the Resolution[28] dated October 21, 2002, recommended that the information, dated February 8, 2002, for estafa be withdrawn, and that the case be dismissed, for insufficiency of evidence. On November 6, 2002, the Assistant City Prosecutor filed a Motion to Withdraw Information.[29] Consequently, in the Order[30] dated November 27, 2002, the trial court granted the withdrawal of the information, and dismissed the case.

In the Report and Recommendation[31] dated August 28, 2003, Investigating Commissioner Milagros V. San Juan of the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline found respondent to have betrayed the trust of complainant as her client, for being dishonest in her dealings and appropriating for herself the insurance proceeds intended for complainant. The Investigating Commissioner pointed out that despite receipt of the approximate amount of P200,000.00, respondent failed to secure the visas for complainant and her son, and that through deceitful means, she was able to appropriate for herself the proceeds of the insurance policies of complainant's husband. Accordingly, the Investigating Commissioner recommended that respondent be suspended from the practice of law for the maximum period allowed under the law, and that she be ordered to turn over to complainant the amounts she received from the London insurance companies.

On September 27, 2003, the IBP Board of Governors, in Resolution No. XVI-2003-166,[32] adopted and approved the recommendation of the Investigating Commissioner, with modification that respondent be disbarred.

The Court agrees with the observation of the Investigating Commissioner that complainant had sufficiently substantiated the charge of gross dishonesty against respondent, for having appropriated the insurance proceeds of the complainant's deceased husband, and the recommendation of the IBP Board of Governors that respondent should be disbarred.

The object of a disbarment proceeding is not so much to punish the individual attorney himself, as to safeguard the administration of justice by protecting the court and the public from the misconduct of officers of the court, and to remove from the profession of law persons whose disregard for their oath of office have proved them unfit to continue discharging the trust reposed in them as members of the bar.[33]

A disciplinary proceeding against a lawyer is sui generis. Neither purely civil nor purely criminal, it does not involve a trial of an action or a suit, but rather an investigation by the Court into the conduct of one of its officers. Not being intended to inflict punishment, it is in no sense a criminal prosecution. Accordingly, there is neither a plaintiff nor a prosecutor therein. It may be initiated by the Court motu proprio. Public interest is its primary objective, and the real question for determination is whether or not the attorney is still fit to be allowed the privileges as such. Hence, in the exercise of its disciplinary powers, the Court merely calls upon a member of the Bar to account for his actuations as an officer of the Court, with the end in view of preserving the purity of the legal profession and the proper and honest administration of justice, by purging the profession of members who, by their misconduct, have proved themselves no longer worthy to be entrusted with the duties and responsibilities pertaining to the office of an attorney.[34]

Being a sui generis proceeding, the main disposition of this Court is the determination of the respondent's administrative liability. This does not include the grant of affirmative reliefs, such as moral and exemplary damages as prayed for by the complainant, which may very well be the subject of a separate civil suit for damages arising from the respondent's wrongful acts, to be filed in the regular courts.

In the absence of a formal contract, complainant engaged the legal services of respondent to assist her in securing visa applications and claiming the insurance proceeds of her deceased husband. There are conflicting allegations as to the scope of authority of respondent to represent the complainant. A perusal of the [first] SPA,[35] dated November 6, 1998, which was not notarized, showed that complainant merely authorized respondent to represent her and her son, in order to protect their rights and interests, in the extrajudicial and/or judicial proceeding and the possibility of any amicable settlement, relating to the estate of her deceased husband, both in the Philippines and United Kingdom. The [second] SPA,[36] dated April 6, 1999 and notarized on April 30, 1999, allegedly bearing the forged signature of complainant, in addition to the foregoing representations, authorized respondent to appear and represent the complainant, in connection with her insurance claims, and to receive monies and/or encash treasury warrants, checks arising from said claims, deposit the same, and dispose of such funds as may be necessary for the successful pursuit of the claims. The [third] SPA,[37] also dated April 6, 1999 and notarized on April 30, 1999, allegedly bearing the forged signature of complainant, but additionally bearing the signatures of two witnesses, was a faithful reproduction of the second SPA, with exactly the same stipulations. The three SPAs, attached to the pleadings of the parties and made integral parts of the records of the case, were not certified true copies and no proof was adduced to verify their genuineness and authenticity. Complainant repudiates the representation of respondent in her behalf with regard to the insurance claims; however, the admission of respondent herself, as lawyer, that she received payment from complainant, her client, constitutes sufficient evidence to establish a lawyer-client relationship.[38]

Be that as it may, assuming that respondent acted within the scope of her authority to represent the complainant in pursuing the insurance claims, she should never deviate from the benchmarks set by Canon 16 of the Code of Professional Responsibility which mandates that a lawyer shall hold in trust all moneys and properties of his

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client that may come into his possession. Specifically, Rule 16.01 states that a lawyer shall account for all money or property collected or received for or from the client, and Rule 16.03 thereof requires that a lawyer shall deliver the funds and property of a client when due or upon demand.

When a lawyer receives money from the client for a particular purpose, the lawyer is bound to render an accounting to the client showing that the money was spent for a particular purpose. And if he does not use the money for the intended purpose, the lawyer must immediately return the money to his client.[39] In the present case, the cash/check voucher and the temporary receipts issued by respondent, with the letterhead of her law firm, Z.P. Reyes Law Office, indubitably showed that she received the total amount of P167,000.00[40] from the complainant, in connection with the handling of the latter's case. Respondent admitted having received money from the complainant, but claimed that the total amount of P120,000.00[41] she received was in accordance with their agreement. Nowhere was it shown that respondent rendered an accounting or, at least, apprised the complainant of the actual expenses incurred. This leaves a quandary as to the discrepancy in the actual amount that respondent should receive, supposedly pursuant to an agreement of engaging respondent to be her counsel, as there was absence of a formal contract of legal services.

Further, on December 4, 1998, complainant gave P50,000.00 to the respondent for the purpose of assisting her in claiming the insurance proceeds; however, per Application for United Kingdom Entry Clearance,[42] dated December 8, 1998, it showed that respondent's primary purpose in traveling to London was to attend the International Law Conference in Russell Square, London. It is appalling that respondent had the gall to take advantage of the benevolence of the complainant, then grieving for the loss of her husband, and mislead her into believing that she needed to go to London to assist in recovering the proceeds of the insurance policies. Worse, respondent even inculcated in the mind of the complainant that she had to adhere to the nefarious culture of giving “grease money” or lagay, in the total amount of P43,000.00,[43] to the British Embassy personnel, as if it was an ordinary occurrence in the normal course of conducting official business transactions, as a means to expedite the visa applications. This runs afoul the dictum in Rule 1.01 of Canon 1 of the Code of Professional Responsibility which states that a lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

More importantly, apart from her bare denials that no remittance was made to her personal bank account, as shown by the monthly transaction report (covering January to December for the years 2000-2001),[44] respondent never attempted to reconcile the discrepancy, or give a satisfactory explanation, as to why she failed to render an accounting, on the proceeds of the insurance policies that should rightfully belong to the complainant vis-á-vis the correspondence by the insurance companies based in London, pertaining to the remittance of the following amounts to the respondent's personal bank account, to wit: Per letter[45] dated November 23, 2000, from one Rupesh Majithia, Administrator, Customer Services Department of Lincoln Financial Group, addressed to complainant, stating, among others, that “An amount of £10,489.57 was paid out under the Power of Attorney on 27th September 2000),” and per letter,[46] dated April 28, 2000, from one Jeff Hawkes, Customer Services Claims (CLD), of the Eagle Star Life Assurance Company Limited, addressed to one Andrea Ransom of the Lincoln Financial Group, The Quays, stating, among others, that “I can confirm that a death claim was made on the policy on 13 October 1999 when an amount of £471.06 was sent by International Moneymover to the client's legal representative, ZP Reyes Law Office of Quezon City, Philippines.” Clearly, there is no doubt that the amounts of £10,489.57 and £471.06 were remitted to respondent through other means of international transactions, such as the International Moneymover, which explains why no direct remittance from the insurance companies in London could be traced to the personal bank account of respondent, per monthly transaction report, covering January to December for the years 2000-2001.

A criminal case is different from an administrative case, and each must be disposed of according to the facts and

the law applicable to each case.[47] Section 5, in relation to Sections 1[48] and 2,[49] Rule 133, Rules of Court states that in administrative cases, only substantial evidence is required, not proof beyond reasonable doubt as in criminal cases, or preponderance of evidence as in civil cases. Substantial evidence is that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. Applying the rule to the present case, the dismissal of a criminal case does not preclude the continuance of a separate and independent action for administrative liability, as the weight of evidence necessary to establish the culpability is merely substantial evidence. Respondent's defense that the criminal complaint for estafa against her was already dismissed is of no consequence. An administrative case can proceed independently, even if there was a full-blown trial wherein, based on both prosecution and defense evidence, the trial court eventually rendered a judgment of acquittal, on the ground either that the prosecution failed to prove the respondent's guilt beyond reasonable doubt, or that no crime was committed. More so, in the present administrative case, wherein the ground for the dismissal of the criminal case was because the trial court granted the prosecution's motion to withdraw the information and, a fortiori, dismissed the case for insufficiency of evidence.

In Velez v. De Vera,[50] the Court ruled that the relation between attorney and client is highly fiduciary in nature. Being such, it requires utmost good faith, loyalty, fidelity, and disinterestedness on the part of the attorney. Its fiduciary nature is intended for the protection of the client. The Canon of Professional Ethics provides that the lawyer should refrain from any action whereby for his personal benefit or gain, he abuses or takes advantage of the confidence reposed in him by his client. Money of the client or collected for the client, or other trust property coming into the possession of the lawyer, should be reported and accounted for promptly and should not, under any circumstances, be commingled with his own or be used by him. Consequently, a lawyer's failure to return upon demand the funds or property held by him on behalf of his client gives rise to the presumption that he has appropriated the same for his own use to the prejudice of, and in violation of the trust reposed in him by, his client. It is a gross violation of general morality as well as of professional ethics; it impairs the public confidence in the legal profession and deserves punishment. Lawyers who misappropriate the funds entrusted to them are in gross violation of professional ethics and are guilty of betrayal of public confidence in the legal profession. Those who are guilty of such infraction may be disbarred or suspended indefinitely from the practice of law.[51] Indeed, lawyering is not a business. It is a profession in which duty to public service, not money, is the primary consideration.[52]

In some cases, the Court stripped lawyers of the privilege to practice their profession for breach of trust and confidence pertaining to their clients' moneys and properties. In Manzano v. Soriano,[53] therein respondent, found guilty of grave misconduct (misappropriating the funds belonging to his client) and malpractice, represented therein complainant in a collection suit, but failed to turn over the amount of P50,000.00 as stipulated in their agreement and, to conceal the misdeed, executed a simulated deed of sale, with himself as the vendor and, at the same time, the notary public. In Lemoine v. Balon, Jr.,[54] therein respondent, found guilty of malpractice, deceit, and gross misconduct, received the check corresponding to his client's insurance claim, falsified the check and made it payable to himself, encashed the same, and appropriated the proceeds.

Law advocacy, it has been stressed, is not capital that yields profits. The returns it births are simple rewards for a job done or service rendered. It is a calling that, unlike mercantile pursuits which enjoy a greater deal of freedom from government interference, is impressed with public interest, for which it is subject to State regulation.[55] Respondent's repeated reprehensible acts of employing chicanery and unbecoming conduct to conceal her web of lies, to the extent of milking complainant's finances dry, and deceitfully arrogating upon herself the insurance proceeds that should rightfully belong to complainant, in the guise of rendering legitimate legal services, clearly transgressed the norms of honesty and integrity required in the practice of law. This being so, respondent should be purged from the privilege of exercising the noble legal profession.

WHEREFORE, respondent Atty. Zenaida P. Reyes is found guilty of gross misconduct and DISBARRED from the practice of law. Let her name be stricken off the Roll of Attorneys. This Decision is immediately executory.

Let all the courts, through the Office of the Court Administrator, Integrated Bar of the Philippines, and the Office of the Bar Confidant, be notified of this Decision and be it duly recorded in the personal file of the respondent.

Respondent is ORDERED to turn over to complainant Marites E. Freeman the proceeds of the insurance policies remitted to her by Lincoln Financial Group, in the amount of £10,489.57, and Eagle Star Life Assurance Company Limited, £471.06, or in the total amount of £10,960.63, which is approximately equivalent to P700,000.00, pursuant to the prevailing exchange rate at the time of the subject transaction.

SO ORDERED.

Corona, C.J., and Bersamin, JJ., no part.
Carpio, Brion, Peralta, Abad, Villarama, Jr., Perez, Mendoza, Sereno, Reyes, and Perlas-Bernabe, JJ., concur.
Velasco, Jr., J., no part due to relationship to a party.
Leonardo-De Castro, and Del Castillo, JJ., on official leave.

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[1] Rollo, pp. 1-8.

[2] Annex “A” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 9.

[3] Annex “B” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 10.

[4] Annex “C” of complainant's Complaint-Affidavit dated April 7, 2000, id.

[5] Annex “D” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 11.

[6] Annex “E” of complainant's Complaint-Affidavit dated April 7, 2000, id.

[7] Annex “F” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 12-14.

[8] Id. at 13.

[9] Annex “G” of complainant's Complaint Affidavit dated April 7, 2000, id. at 15; Exhibit “7” of respondent's Motion for Reconsideration dated January 31, 2006, id. at 120.

[10] Annex “H” of complainant's Complaint Affidavit dated April 7, 2000, id. at 16; Exhibit “8” of respondent's Motion for Reconsideration dated January 31, 2006, id. at 121.

[11] Annex “I” of complainant's Complaint Affidavit dated April 7, 2000, id. at 18.

[12] Annex “J” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 19.

[13] Id. at 20-21.

[14] Id.

[15] Respondent did not make any specific mention as to which SPA she was referring to.

[16] Annex “O-5” of complainant's Motion Submitting the Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 70-72.

[17] Id. at 30-35.

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[18] Affidavit of Josefina V. Bauzon dated June 26, 2000, id. at 39-40.

[19] Respondent made reference to Annex “H” of complainant's Complaint-Affidavit dated April 7, 2000, id. at 16.

[20] Id.

[21] Affidavit of Leah Buama dated June 26, 2000, id. at 36-38

[22] The Statement of Account as of July 1999 indicated the following: Refund of ZPR's [initials of respondent] travel expenses to London (May 1999) in the amounts of: P45,061.00 round trip ticket, P5,000.00 travel tax and others, P20,000.00 hotel accommodation, and P10,000.00 representation expenses, or a total of P80,061.00; and professional fees in the amounts of: P50,000.00 acceptance fee, P15,000.00 legal costs/documentation research, and 10% of award/claim (to be determined later), or the total amount of P145,061.00, id. at 138.

[23] Supra note 7.

[24] The following amounts were remitted to respondent's personal bank account by the insurance companies based in London, to wit: Per letter dated November 23, 2000, P10,489.57 from Lincoln Financial Group, id. at 63; and per letter April 28, 2000, P471.06 from Eagle Star Life Assurance Company Limited, id. at 74.

[25] Annex “M” of complainant's Motion Submitting the Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 55-58.

[26] Annex “N” of complainant's Motion Submitting Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 60.

[27] Complainant's Motion Submitting Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 50.

[28] Exhibit “22” of respondent's Motion for Reconsideration dated January 31, 2006, id. at 140-142.

[29] Id.

[30] Exhibit “21” of respondent's Motion for Reconsideration dated January 31, 2006, id. at 139.

[31] Id. at 79-93.

[32] Id. at 78.

[33] Berbano v. Barcelona, A.C. No. 6084, September 3, 2003, 410 SCRA 258, 264.

[34] In re Almacen, G.R. No. L-27654, February 18, 1970, 31 SCRA 562, 600, cited in Pena v. Aparicio, A.C. No. 7298, June 25, 2007, 525 SCRA 444, 453 and Berbano v. Barcelona, id. at 264.

[35] Supra note 9.

[36] Supra note 10.

[37] Supra note 11.

[38] Spouses Rabanal v. Atty. Tugade, 432 Phil. 1064, 1068 (2002), citing Villafuerte v. Cortez, A.C. No. 3455, April 14, 1998, 288 SCRA 687.

[39] Celaje v. Soriano, A.C. No. 7418, October 9, 2007, 535 SCRA 217, 222, citing Small v. Banares, A.C. No. 7021, February 21, 2007, 516 SCRA 323, which cited Meneses v. Macalino, A.C. No. 6651, February 27, 2006,

483 SCRA 212 and Barnachea v. Quiocho, 447 Phil. 67, 75 (2003).

[40] The amounts are as follows: P50,000.00 for service charge, tax, and one round trip ticket to London; P20,000.00 for legal costs; P10,000.00 for travel expenses, P30,000.00 for legal costs; P39,000.00 for legal costs, and P18,000.00 to reinstate the lapsed application (no receipt was issued).

[41] The amounts are as follows: P50,000.00 as acceptance fee, P20,000.00 for initial expenses, and P50,000.00 as contingency fee.

[42] Annex “L” of complainant's Motion Submitting Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, rollo, pp. 52-54.

[43] The amounts are as follows: P18,000.00, P20,000.00, and P5,000.00 worth of wine.

[44] Referred to as Far East Bank and Trust Company (FEBTC), now Bank of the Philippine Islands (BPI) monthly records, respondent's Motion for Reconsideration dated January 31, 2006, Exhibits “17” to “17-a” to “17-I” [should be “17-J,”], id. at 126-136.

[45] Annex “O” of complainant's Motion Submitting Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 63.

[46] Annex “O-7” of complainant's Motion Submitting the Instant Case for Immediate Resolution with Comments on Respondent's Answer dated January 19, 2001, id. at 74.

[47] Office of the Court Administrator v. Claudio M. Lopez, Process Server, Municipal Trial Court, Sudipen, La Union, A.M. No. P-10-2788, January 18, 2011.

[48] Section 1. Preponderance of evidence, how determined. – In civil cases, the party having the burden of proof must establish his case by a preponderance of evidence. In determining where the preponderance or superior weight of evidence on the issues involved lies, the court may consider all the facts and circumstances of the case, the witnesses' manner of testifying, their intelligence, their means and opportunity of knowing the facts to which they are testifying, the nature of the facts to which they testify, the probability or improbability of their testimony, their interest or want of interest, and also their personal credibility so far as the same may legitimately appear upon the trial. The court may also consider the number of witnesses, though the preponderance is not necessarily with the greater number.

[49] Section 2. Proof beyond reasonable doubt. – In a criminal case, the accused is entitled to an acquittal, unless his guilt is shown beyond reasonable doubt. Proof beyond reasonable doubt does not mean such a degree of proof as, excluding possibility of error, produces absolute certainty. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind.

[50] A.C. No. 6697, B.M. No. 1227 and A.M. No. 05-5-15-SC, July 25, 2006, 496 SCRA 345.

[51] Id. at 380-381, citing Espiritu v. Ulep, A.C. No. 5808, May 4, 2005, 458 SCRA 1, 8-9.

[52] Adrimisin v. Javier, A.C. No. 2591, September 8, 2006, 501 SCRA 192, 198.

[53] A.C. No. 8051, April 7, 2009, 584 SCRA 1.

[54] A.C. No. 5829, October 28, 2003, 414 SCRA 511.

[55] Rayos v. Hernandez, G.R. No. 169079, February 12, 2007, 515 SCRA 517, 527, citing Metropolitan Bank & Trust Company v. Court of Appeals, G.R. Nos. 86100-03, January 23, 1990, 181 SCRA 367, 377, which cited Canlas v. Court of Appeals, G.R. No. L-77691, August 8, 1988, 164 SCRA 160, 173-174.

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