

JULIAN MALONSO, COMPLAINANT, VS. ATTY. PETE PRINCIPE, RESPONDENT.

A.C. No. 6289. December 16, 2004

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TINGA, J.:

The duty of courts is not alone to see that lawyers act in a proper and lawful manner; it is also their duty to see that lawyers are paid their just and lawful fees. Certainly, no one, not even the Court can deny them that right; there is no law that authorizes them to do so.[1]

In a Complaint[2] for disbarment dated 6 June 2001 filed before the Integrated Bar of the Philippines (IBP), Julian Malonso claimed that Atty. Pete Principe, without any authority entered his appearance as Malonso's counsel in the expropriation proceedings initiated by the National Power Corporation (NAPOCOR). In addition, he complained that Atty. Principe, after illegally representing him in the said case, claimed forty (40%) of the selling price of his land to the NAPOCOR by way of attorney's fees and, further, in a Motion to Intervene, claimed to be a co-owner of Malonso's property.[3]

In his Motion to Intervene,[4] respondent replied that the services of his law office, Principe Villano Villacorta and Clemente Law Offices, was engaged by Samahan ng mga Dadaanan at Maapektuhan ng NAPOCOR, Inc. (SANDAMA), through its President, Danilo Elfa, as embodied in the Contract of Legal Services executed on 01 April 1997.[5] The Contract states in part:

The parties mutually agree one with the other as follows:

- SECOND PARTY engages the services of the FIRST PARTY as their lawyer of the collection, claim, and/ or payment of just compensation of its members with the NAPOCOR;
- FIRST PARTY accepts the engagement; both parties further agree on the following conditions:
 - Scope of Work - negotiation, legal documentation, attendance to court proceedings and other related activities;
 - Payment of Fees is on contingent basis. No acceptance fees, appearance and liaison fees;
 - The legal fees or payment to FIRST PARTY:
 - Forty (40%) Percent of the selling price between NAPOCOR and the SANDAMA members; this forty (40%) [percent] is the maximum rate and may be negotiated depending on the volume of work involved;
 - Legal Fees as stated above shall cover:
 - i.) Attorney's Fees of FIRST PARTY;
 - ii.) His representation expenses and commitment expenses;
 - iii.) Miscellaneous Expenses, etc.
- Both parties agree to exert their best efforts to increase or secure the best price from NAPOCOR.

Respondent claimed that complainant Malonso is a member of SANDAMA and that said member executed a special power of attorney[6] in favor of Elfa, which served as the latter's authority to act in behalf of Malonso. In the document, Malonso authorized Elfa in the following manner:

Ako, si JULIAN M. MALONSO, nasa hustong gulang, may asawa, Pilipino at naninirahan sa 92 New York St. Cubao, Q.C., sa pamamagitan nito ay ITINATALAGA at BINIBIGYANG KAPANGYARIHAN si G. DANILO V. ELFA, nasa hustong gulang, may asawa, Pilipino at naninirahan sa 038 Dulong Bayan, San Jose del Monte, Bulacan, upang gumanap at umakda para sa akin/amin upang gumawa tulad ng mga sumusunod:

- PANGASIWAAN, ISAAYOS at MAKIPAGKASUNDO (negotiate) para sa pagbebenta ng akin/aming lupa, sa National Power Corp. (NAPOCOR), na may Titulo Bilang T-229122, na nasasakupan ng Dulong Bayan, San Jose del Monte, Bulacan;

- TUMAYONG KINATAWAN O REPRESENTANTE ko/naming saan man at ano man maging sa hukuman o alin man sa mga opisinang may kinalaman hinggil sa aming nabanggit na pagbebenta ng akin/aming lupa;

- TUMANGGAP AT MAGSUMITE ng mga papeles na nauukol sa lupang nabanggit sa Bilang 1;

- GUMANAP ng ano man sa inaakala ni G. DANILO V. ELFA na nararapat, matuwid at makabubuti para sa nabanggit sa Bilang 1;

- NA sa pamamagitan ng kasunduan at kapasyahang ito ay binibigyan ng karapatan at kapangyarihang lumagda sa lahat ng papeles/dokumento si G. Danilo V. Elfa, ngunit sa isang pasubali na HINDI KAILAN MAN SIYA DAPAT AT WALA SIYANG KARAPATANG LUMAGDA S GANAP NA BENTAHAN (ABSOLUTE DEED OF SALE).

DITO'Y AKING IGINAGAWAD sa naturan naming kinatawan ang lahat ng karapatang kumilos at magsagawa upang isakatuparan ang kapangyarihang magbili sa bisa ng karapatang dito ay iginagawad sa kanya nang kahalintulad nang kung kami, sa ganang aming sarili ang mismong nagsasagawa, at dito'y AMING PINAGTITIBAY ang lahat ng kanyang gawin na nasa aming naman ang lubos na karapatang siya ay palitan o bawiin ang Gawad na Karapatang ito.

In his Reply,[7] Malonso reiterated that he did not authorize Elfa to act in his behalf, considering that while the Contract of Legal Services entered into by Atty. Principe and Elfa was dated 01 April 1997, the special power of attorney he executed bore a much later date, 27 November 1997. Moreover, he could not have authorized Elfa to hire a lawyer in his behalf since he already had his own lawyer in the person of Atty. Benjamin Mendoza.

To counter this argument, Atty. Principe commented that the agreement entered into by SANDAMA and his law firm is a continuing one and hence, Malonso was within the coverage of the contract even if he executed the special power of attorney on a later date. Likewise, as a member of SANDAMA, Malonso is bound to honor the organization's commitments.[8]

The Court adopts the chronological order of events as found by the IBP Investigating Commissioner, Julio C. Elamparo:

In the early part of 1997, National Power Corp. (NPC for brevity) instituted expropriation proceedings against several lot owners in Bulacan including the complainant in this case.

On April 1, 1997, a "Contract of Legal Services" was entered into between the law firm "Principe Villano and Clemente Law Offices" and SANDAMA, Inc. (Samahan ng mga Dadaan at Maapektuhan ng National Power Corporation) represented by its President Danilo V. Elfa. SANDAMA is the organization of lot owners affected by the expropriation proceedings. Complainant is a member of this organization.

On November 27, 1997, complainant executed a "Kasulatan ng Pagbibigay Kapangyarihan" in favor of Danilo

Elfa appointing the latter as the attorney-in-fact of the complainant on the matter of negotiation with the NPC.

On December 21, 1999, NPC's Board of Directors approved the amicable settlement of the expropriation cases by paying all the lot owners the total of One Hundred Three Million Four Hundred Thirteen Thousand Two Hundred Pesos (P103,413,200.00).

More than two (2) years after the expropriation cases were instituted and while complainant was represented therein by Atty. Benjamin Mendoza, on January 18, 2000, respondent filed an "Ex-Parte Motion to Separate Legal Fees From Selling Price Between Plaintiffs and Defendants."

About ten days after respondent filed his motion to separate legal fees, respondent filed his "Notice of Entry of Appearance" (dated January 28, 2000) claiming that respondent is the legal counsel of the complainant, a defendant in said case.

On February 12, 2000, Sixty Nine (69) lot owners including the complainant wrote a letter to NPC informing the latter that they have never authorized Mr. Danilo Elfa to hire the services of the respondent's law firm to represent them in the expropriation cases.

On February 17, 2000, complainant filed an "Opposition" to respondent's entry of appearance and motion to separate legal fees.

On March 7, 2000, respondent filed a "Notice of Attorney's Lien" claiming 40% of the selling price of the properties being expropriated by NPC.

On April 10, 2000, respondent filed a "Notice of Adverse Claim" before the Register of Deeds of Bulacan claiming 40% of the rights, title and interest of the lot owners over their lots being expropriated including that of complainant.

On November 20, 2000, respondent herein filed a Motion for Leave to Intervene in the expropriation case claiming to be a co-owner of the property being expropriated.

On February 26, 2001, respondent filed an Opposition to the Compromise Agreement submitted by the lot owners and NPC for court approval.

Because of the actions taken by the respondent, the execution of the decision approving the compromise agreement between the lot owners and the NPC was delayed.[9]

The Report found that the Contract of Legal Services is between SANDAMA, a corporate being, and respondent's law firm. SANDAMA is not a party in all of the expropriation proceedings instituted by NAPOCOR, neither does it claim co-ownership of the properties being expropriated. Furthermore, the power of attorney was executed by Malonso in favor of Elfa and not SANDAMA, and that said power of attorney was executed after SANDAMA entered into the Contract of Legal Services. Thus, the Report concluded that the right of co-ownership could not be derived from the said documents.[10]

Likewise, the Report noted that the right of legal representation could not be derived from the above-mentioned documents. A contract for legal services between a lawyer and his client is personal in nature and cannot be performed through intermediaries. Even Elfa, the attorney-in-fact of Malonso, was never authorized to engage legal counsels to represent the former in the expropriation proceedings. Moreover, SANDAMA is not a party litigant in the expropriation proceedings and thus Atty. Principe has no basis to interfere in the court proceeding involving its members.

The Investigating Commissioner concluded that from the evidence presented by both parties, Atty. Principe was guilty of misrepresentation. Atty. Principe was found to have violated Canon 3, Rule 3.01, Canon 10, Rule 10.01 and Rule 12.04.[11] In representing himself as Malonso's and the other lot owners' legal counsel in the face of

the latter's opposition, Atty. Principe was found to be guilty of gross or serious misconduct. Likewise, his act of falsely claiming to be the co-owner of properties being expropriated and his filing of several actions to frustrate the implementation of the decision approving the compromise agreement make his conduct constitutive of malpractice. The Report recommended the penalty of two (2) years suspension from the practice of law. [12]

In its Resolution[13] dated 25 October 2003, the IBP Board of Governors ordained:

RESOLUTION NO. XVI-2003-241

CBD Case No. 01-848

Julian Malonso v.

Atty. Pete Principe

RESOLVED to ADOPT AND APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating Commissioner of the above-entitled case, herein made part of this Resolution/Decision as Annex "A"; and, finding the recommendation fully supported by the evidence on record and the applicable laws and rules, with modification, and considering respondent's violation of Rule 3.01 of Canon 3, Rule 10.01 of Canon 10 and Rule 12.04 of Canon 12 of the Code of Professional Responsibility, Atty. Pedro Principe is hereby SUSPENDED from the practice of law for one (1) year.

In his Appeal Memorandum,[14] respondent claims that the Resolution No. XVI-2003-241 has no factual and legal basis, the complaint having been motivated by pure selfishness and greed, and the Resolution itself invalid for having failed to comply with Rule 139-B of the Rules of Court.[15] According to the respondent, the Investigating Commissioner continued to investigate the instant case despite the lapse of three months provided under Section 8 of Rule 139-B, without any extension granted by the Supreme Court.[16] Moreover, in the subsequent review made by the IBP Board of Governors, no actual voting took place but a mere consensus, and the required number of votes provided by the Rules was not secured considering that there were only five (5) governors present.[17] Respondent opines that the actions of the IBP Board were aimed at preventing him from pursuing his known intention to run for IBP National President.[18]

We find for the respondent.

It is the duty of the Supreme Court to see to it that a lawyer accounts for his behavior towards the court, his client, his peers in the profession and the public. However, the duty of the Court is not limited to disciplining those guilty of misconduct, but also to protecting the reputation of those wrongfully charged, much more, those wrongfully found guilty.

On the other hand, the IBP is aimed towards the elevation of the standards of the law profession, the improvement of the administration of justice, and the enabling of the Bar to discharge its public responsibility more effectively.[19] Despite its duty to police the ranks, the IBP is not exempt from the duty to "promote respect for the law and legal processes" and "to abstain from activities aimed at defiance of the law or at lessening confidence in the legal system." [20] Respect for law is gravely eroded when lawyers themselves, who are supposed to be minions of the law, engage in unlawful practices and cavalierly brush aside the very rules formulated for their observance.[21] For the very same reasons, the Court cannot accept the explanation[22] of Atty. Carlos L. Valdez, Jr. on the non-holding of a formal voting for respondent's case that:

...Eventually, the Board reached a consensus to reduce the recommended penalty from two years to one year suspension. Since there was already a consensus, the Board did not hold a formal voting. A formal voting became unnecessary inasmuch as it was obvious that the decision of the Board became unanimous.

I assure the Honorable Justices of the Supreme Court that due process was observed and the Rules governing the Disbarment and Discipline of Attorneys were faithfully observed and complied with by the IBP Board of

Governors.

The procedures outlined by the Rules are meant to ensure that the innocents are spared from the wrongful condemnation and that only the guilty are meted out their just due. These rules cannot be taken lightly.[23]

This Court underscores the procedural transgression incurred by the IBP Board when it issued Resolution No. XVI-2003-241 which was reached through a mere consensus, and not through a formal voting, with the required number of votes not secured. As to the issue of the protracted investigation without the requisite permission from the Supreme Court to extend the investigation period, we agree with respondent that no such request was made to this Court.

The pertinent provisions of Rule 139-B read:

Sec. 8. Investigation. — Upon joinder of issues or upon failure of the respondent to answer, the Investigator shall, with deliberate speed, proceed with the investigation of the case. He shall have the power to issue subpoenas and administer oaths. The respondent shall be given full opportunity to defend himself, to present witnesses on his behalf, and be heard by himself and counsel. However, if upon reasonable notice, the respondent fails to appear, the investigation shall proceed ex parte.

The Investigator shall terminate the investigation within three (3) months from the date of its commencement, unless extended for good cause by the Board of Governors upon prior application.

...

Sec. 12. Review and decision by the Board of Governors. — (a) ...

(b) If the Board, by the vote of a majority of its total membership, determines that the respondent should be suspended from the practice of law or disbarred, it shall issue a resolution setting forth its findings and recommendations which, together with the whole record of the case, shall forthwith be transmitted to the Supreme Court for final action.

Relevantly, Sec. 6, Rule 139-A of the Rules of Court provides in part:

Sec. 6. Board of Governors. — the Integrated Bar shall be governed by a Board of Governors. Nine Governors shall be elected by the House of Delegates from the nine Regions on the representation basis of one Governor from each Region.....

The Board shall meet regularly once every three months, on such date and at such time and place as it shall designate. A majority of all the members of the Board shall constitute a quorum to do business....

From these provisions, it is clear that before a lawyer may be suspended from the practice of law by the IBP, there should be (1) a review of the investigator's report; (2) a formal voting; and (3) a vote of at least five (5) members of the Board. The rationale for this rule is simple: a decision reached by the Board in compliance with the procedure is the official decision of the Board as a body and not merely as the collective view of the individual members thereof. This is in keeping with the very nature of a collegial body which arrives at its decisions only after deliberation, the exchange of views and ideas, and the concurrence of the required majority vote.[24] Thus, the vote of the majority would be necessary for the validity of the Board's resolution. Without a vote having been taken, Resolution No. XVI-2003-241 (CBD Case No. 01-848) is void and has no effect.

The Court views with disapproval the fashion by which the IBP Board of Governors, with a fellow lawyer and fellow governor's reputation and good name at stake, cavalierly brushed aside the procedural rules outlined no less by this Court for the discipline and protection of its members. The IBP, more than anyone, knows that the success of a lawyer in his profession depends almost entirely on his reputation. Anything, which will harm his good name, is to be deplored.[25] And yet the IBP Board of Governors, despite clear evidence to the contrary, and

without any remorse, even asserted that “due process was observed and the Rules governing the Disbarment and Discipline of Attorneys were faithfully observed and complied.”

Normally, non-compliance with the procedural rules would result in the remand of the case.[26] However, on many occasions, the Court, in the public interest and the expeditious administration of justice, has resolved actions on the merits instead of remanding them for further proceedings, such as where the ends of justice would not be subserved by the remand of the case, or when public interest demands an early disposition of the case, or where the trial court had already received all the evidence of the parties.[27] In view of the delay in resolving the instant complaint against the respondent, and in the interest of justice and speedy disposition of cases, the Court opts to resolve the same based on the records before it.[28]

Before delving at length on the merits of the other aspect of the present proceedings, there is need to dwell first on a dimension of expropriation proceedings which is uniquely its own.

There are two stages in every action for expropriation. The first is concerned with the determination by the courts of the authority of the plaintiff to exercise the power of eminent domain and the propriety of its exercise in the context of the facts involved in the suit. The second phase is concerned with the determination by the court, with the assistance of commissioners, of the just compensation for the property sought to be taken which relates to the valuation thereof. The order fixing the just compensation on the basis of the evidence before, and findings of, the commissioners would be final and would dispose of the second stage of the suit, leaving nothing more to be done by the Court regarding the issue.[29] During this stage, the main bone of contention is the valuation of the property concerned.

The second stage which involves the issue of just compensation is as important, if not more, than the first stage which refers to the issue of “public purpose.” But as it frequently happens, as in this case, the public purpose dimension is not as fiercely contested. Moreover, in their quest to secure what they believe to be the fair compensation of their property, the owners seek inroads to the leverages of executive power where compensation compromises are commenced and given imprimatur. In this dimension, the services of lawyers different from the ordinary litigator may prove to be handy or even necessary. Negotiations are mostly out of court and relies, for most part, on the sagacity, persuasion, patience, persistence and resourcefulness of the negotiator.

In the instant case, the trial court had already ruled on the valuation of the properties subject of the expropriation, the same order which is subject of the appeal filed by the NAPOCOR. Aware that it might take a long time before the said appeal is finally resolved, and in view of the delay in the adjudication of the case, the landowners and NAPOCOR negotiated for a compromise agreement. To assist them, the landowners, through SANDAMA and its president, Danilo Elfa, engaged the services of a lawyer in the person of respondent. It is clear that respondent was hired precisely for the negotiation phase of the case.

Now, on to the merits.

As a legal entity, a corporation has a personality distinct and separate from its individual stockholders or members and from that of its officers who manage and run its affairs.[30] The rule is that obligations incurred by the corporation, acting through its directors, officers and employees, are its sole liabilities.[31] Thus, property belonging to a corporation cannot be attached to satisfy the debt of a stockholder and vice versa, the latter having only an indirect interest in the assets and business of the former.[32] Thus, as summed by the IBP investigator, respondent is the lawyer of SANDAMA, but SANDAMA is not a party litigant in all of the expropriation cases; thus respondent had no basis to interfere in the court proceedings involving the members. But things are not as simple as that.

A review of the records reveals that respondent had grounds to believe that he can intervene and claim from the individual landowners. For one, the incorporation of the landowners into SANDAMA was made and initiated by respondent's firm so as to make negotiations with NAPOCOR easier and more organized. SANDAMA was a non-stock, non-profit corporation aimed towards the promotion of the landowners' common interest. It presented a unified front which was far easier to manage and represent than the individual owners. In effect, respondent still dealt with the members, albeit in a collective manner.

Second, respondent relied on the representation of Danilo Elfa, former SANDAMA president and attorney-in-fact of the members, with whom he entered into a contract for legal services. Respondent could not have doubted the authority of Elfa to contract his firm's services. After all, Elfa was armed with a Board Resolution from SANDAMA, and more importantly, individual grants of authority from the SANDAMA members, including Malonso.

Third, the contract for legal services clearly indicated a contingent fee of forty percent (40%) of the selling price of the lands to be expropriated, the same amount which was reflected in the deed of assignment made by the individual members of SANDAMA. Respondent could have easily and naturally assumed that the same figure assigned to SANDAMA was the same amount earmarked for its legal services as indicated in their service contract. Being a non-stock, non-profit corporation, where else would SANDAMA get the funds to pay for the legal fees due to respondent and his firm but from the contribution of its members.

Lastly, respondent's legal services were disengaged by SANDAMA's new President Yolanda Bautista around the same time when the SANDAMA members abandoned and disauthorized former SANDAMA president Elfa, just when the negotiations bore fruit. With all these circumstances, respondent, rightly or wrongly, perceived that he was also about to be deprived of his lawful compensation for the services he and his firm rendered to SANDAMA and its members. With the prevailing attitude of the SANDAMA officers and members, respondent saw the immediate need to protect his interests in the individual properties of the landowners. The hairline distinction between SANDAMA and its individual members' interests and properties, flowing as it does from a legal fiction which has evolved as a mechanism to promote business intercourse but not as an instrument of injustice, is simply too tenuous, impractical and even unfair in view of the circumstances.

Thus, the Court cannot hold respondent guilty of censurable conduct or practice justifying the penalty recommended. While filing the claim for attorney's fees against the individual members may not be the proper remedy for respondent, the Court believes that he instituted the same out of his honest belief that it was the best way to protect his interests. After all, SANDAMA procured his firm's services and was led to believe that he would be paid for the same. There is evidence which tend to show that respondent and his firm rendered legal and even extra-legal services in order to assist the landowners get a favorable valuation of their properties. They facilitated the incorporation of the landowners to expedite the negotiations between the owners, the appraisers, and NAPOCOR. They sought the assistance of several political personalities to get some leverage in their bargaining with NAPOCOR. Suddenly, just after concluding the compromise price with NAPOCOR and before the presentation of the compromise agreement for the court's approval, SANDAMA disengaged the services of respondent's law firm.

With the validity of its contract for services and its authority disputed, and having rendered legal service for years without having received anything in return, and with the prospect of not getting any compensation for all the services it has rendered to SANDAMA and its members, respondent and his law firm auspiciously moved to protect their interests. They may have been mistaken in the remedy they sought, but the mistake was made in good faith. Indeed, while the practice of law is not a business venture, a lawyer nevertheless is entitled to be duly compensated for professional services rendered.[33] It is but natural that he protect his interest, most especially

when his fee is on a contingent basis.[34]

Respondent was disengaged by SANDAMA after a compromise agreement was entered into by the lot owners and NAPOCOR.[35] Its motions for separate legal fees as well as for intervention were dismissed by the trial court. Prescinding from the ultimate outcome of an independent action to recover attorney's fees, the Court does not see any obstacle to respondent filing such action against SANDAMA or any of its members. Any counsel, worthy of his hire, is entitled to be fully recompensed for his services.[36] Such independent action may be the proper venue to show entitlement to the attorney's fees he is claiming, and for his client to refute the same. [37] If respondent could resort to such separate action which obviously is more cumbersome and portends to be more protracted, there is similarly no rhyme or reason to preclude him from filing mere motions such as the ones he resorted to for the purpose of providing what he perceives to be his legitimate claim. The bottom line is that respondent is not proscribed from seeking recovery of attorney's fees for the services he and his firm rendered to SANDAMA and its members. As to whether he would succeed in the quest, that is another story which obviously does not have to be resolved in this case.

The fact that the contract stipulates a maximum of forty percent (40%) contingent fees does not make the contract illegal or unacceptable. Contingent fees are not per se prohibited by law. Its validity depends, in large measure, upon the reasonableness of the amount fixed as contingent fee under the circumstances of the case.[38] Nevertheless, when it is shown that a contract for a contingent fee was obtained by undue influence exercised by the attorney upon his client or by any fraud or imposition, or that the compensation is clearly excessive, the Court must, and will protect the aggrieved party.[39]

WHEREFORE, this case is DISMISSED and considered CLOSED. The Integrated Bar of the Philippines is enjoined to comply with the procedure outlined in Rule 139-B in all cases involving the disbarment and discipline of attorneys.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, and Chico-Nazario, JJ., concur.
Callejo, Sr., J., on leave.

[1] Fernandez v. Hon. Bello, etc. 107 Phil. 1140, 1145 (1960).

[2] Rollo, p.1.

[3] Id. at 1.

[4] Id. at 4.

[5] Id. at 6.

[6] Id. at 7, Pagbabasbas ng Pagbibigay Kapangyarihan.

[7] Id. at 26.

[8] Comments. Id. at 29.

[9] Id. at 626-627.

[10] Id. at 630.

[11] CANON 3 – A lawyer in making known his legal services shall use only true, honest, fair, dignified and

objective information or statement of facts.

Rule 3.01 – A lawyer shall not use or permit the use of any false, fraudulent, misleading, deceptive, undignified, self-laudatory or unfair statement or claim regarding his qualification or legal services.

CANON 10 – A lawyer owes candor, fairness and good faith to the court.

Rule 10.01 – A lawyer shall not do any falsehood, nor consent to the doing of any in court; nor shall he mislead, or allow the Court to be mislead by any artifice.

Rule 12.04 – A lawyer shall not unduly delay a case, impede the execution of a judgment or misuse Court processes. (Code of Professional Responsibility)

[12] Rollo, p. 632.

[13] Id. at 624.

[14] Id. at 635.

[15] Id. at 636-637.

[16] Id. at 661.

[17] Id. at 662.

[18] Id. at 637.

[19] Sec. 2, Rule 139-A, Rules of Court.

[20] Re: 1989 Elections of the Integrated Bar of the Philippines, Bar Matter No. 491, 6 October 1989, 786 SCRA 398, 418 citing Rule 1.02, Canon 1, Code of Professional Responsibility.

[21] Re: 1989 Elections of the Integrated Bar of the Philippines, Ibid.

[22] Rollo, pp. 748-749.

[23] Cottam v. Laysa, 383 Phil. 510, 516 (2000).

[24] Consing v. Court of Appeals, G.R. No. 78272, 29 August 1989, 177 SCRA 14, 22.

[25] Santiago v. Calvo, 48 Phil.. 919, 923. (1926).

[26] Teodosio v. Nava, Adm Case No. 4673, 27 April 2001, 357 SCRA 406, 412 citing Cottam v. Laysa, 326 SCRA 614 (2000).

[27] Lianga Bay Logging Co., Inc. v. Court of Appeals, No. L-37783, 28 January 1988, 157 SCRA 357, 367.

[28] Teodosio v. Nava, supra at 26, citing People v. Bugarin, 273 SCRA 389 (1997); Ching v. Court of Appeals, 387 Phil.

[29] Manila Electric Company v. Pineda, G.R. No. 59791, 13 February 1992, 206 SCRA 196, 203, citing Municipality of Biñan v. Garcia, 180 SCRA 576 (1989).

[30] Boyer-Roxas v. Court of Appeals, G.R. No. 100866, 14 July 1992, 211 SCRA 470, 484.

[31] Equitable Banking Corporation v. NLRC, 339 Phil. 541, 566 (1997), citing Santos v. NLRC, 254 SCRA 673 (1996).

[32] *Wise and Co. v. Man Sun Lung*, 69 Phil. 308, 311 (1940).

[33] *J.K. Mercado and Sons Agricultural Enterprises, Inc. v. de Vera*, 375 Phil. 766, 772 (1999).

[34] *Maranan v. Bueser*, Adm. Case No. 1341, 207 Phil. 278, 280 (1983).

[35] TSN dated 11 September 2002, Rollo, p. 616.

[36] *Albano v. Coloma*, 128 Phil. 433 (1967).

[37] *Metropolitan Bank and Trust Co. v. Court of Appeals*, G.R. Nos. 86100-03, 23 January 1990 181 SCRA 367,377.

[38] *Amalgamated Laborer's Association v. CIR*, 131 Phil. 374, 384 (1968).

[39] *Tanhueco v. de Dumo*, Adm. Case No. 1437, 25 April 1989, 172 SCRA 760, 768.

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