

ERLINDA R. TAROG, COMPLAINANT, VS. ATTY. ROMULO L. RICAFORT, RESPONDENT.*A.C. No. 8253 (Formerly CBD Case No. 03-1067). March 15, 2011*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-c-no-8253/>**PER CURIAM:**

We resolve a complaint for disbarment for alleged grave misconduct brought against Atty. Romulo L. Ricafort for his failure to account for and to return the sums of money received from his clients for purposes of the civil action to recover their property from a foreclosing banking institution he was handling for them. The original complainant was Arnulfo A. Tarog, but his wife, Erlinda R. Tarog, substituted him upon his intervening death.

Antecedents

In 1992, the Tarogs sought the advice of Atty. Jaime L. Miralles regarding their bank-foreclosed property located in the Bicol Region. Atty. Miralles advised them to engage a Bicol-based attorney for that purpose. Thus, they went to see Atty. Ricafort accompanied by Vidal Miralles, their friend who was a brother of Atty. Miralles.[1] They ultimately engaged Atty. Ricafort as their attorney on account of his being well-known in the community, and being also the Dean of the College of Law of Aquinas University where their son was then studying.

Having willingly accepted the engagement, Atty. Ricafort required the Tarogs to pay P7,000.00 as filing fee, which they gave to him.[2] He explained the importance of depositing P65,000.00 in court to counter the P60,000.00 deposited by Antonio Tee, the buyer of the foreclosed property. After they informed him that they had only P60,000.00, he required them to add some more amount (dagdagan niyo ng konti).[3] To raise the P65,000.00 for the Tarogs, therefore, Vidal solicited a loan from one Sia with the guarantee of his brother Atty. Miralles. Sia issued a check in that amount in the name of Arnulfo.[4]

On November 7, 1992, the Tarogs and Vidal went to the office of Atty. Ricafort to deliver the P65,000.00. When Arnulfo said that he had first to encash the check at the bank, Atty. Ricafort persuaded him to entrust the check to him instead so that he (Atty. Ricafort) would be the one to encash it and then deposit the amount in court. On that representation, Arnulfo handed the check to Atty. Ricafort.[5]

After some time, the Tarogs visited Atty. Ricafort to verify the status of the consignment. Atty. Ricafort informed them that he had not deposited the amount in court, but in his own account. He promised to return the money, plus interest. Despite several inquiries about when the amount would be returned, however, the Tarogs received mere assurances from Atty. Ricafort that the money was in good hands.

The Tarogs further claimed that the Regional Trial Court, Branch 52, in Sorsogon (RTC), where their complaint for annulment of sale was being heard, had required the parties to file their memoranda. Accordingly, they delivered P15,000.00 to Atty. Ricafort for that purpose, but he did not file the memorandum.[6]

When it became apparent to the Tarogs that Atty. Ricafort would not make good his promise of returning the P65,000.00, plus interest, Arnulfo demanded by his letter dated December 3, 2002 that Atty. Ricafort return the P65,000.00, plus interest, and the P15,000.00 paid for the filing of the memorandum.[7] Yet, they did not receive

any reply from Atty. Ricafort.

In his defense, Atty. Ricafort denied that the P65,000.00 was intended to be deposited in court, insisting that the amount was payment for his legal services under a "package deal," that is, the amount included his acceptance fee, attorney's fee, and appearance fees from the filing of the complaint for annulment of sale until judgment, but excluding appeal. He claimed that the fees were agreed upon after considering the value of the property, his skill and experience as a lawyer, the labor, time, and trouble involved, and his professional character and social standing; that at the time he delivered the check, Arnulfo read, understood, and agreed to the contents of the complaint, which did not mention anything about any consignment;^[8] and that Arnulfo, being a retired school principal, was a learned person who would not have easily fallen for any scheme like the one they depicted against him.

Findings of the IBP Commissioner

Following his investigation, Commissioner Wilfredo E.J.E. Reyes of the Integrated Bar of the Philippines-Commission on Bar Discipline rendered his Report and Recommendation dated October 7, 2004,^[9] in which he concluded that:

It is respectfully recommended that respondent, Atty. Romulo L. Ricafort be DISBARRED and be ordered to return the amount of P65,000 and P15,000 which he got from his client.

RESPECTFULLY SUBMITTED.

Commissioner Reyes regarded the testimonies of Erlinda and Vidal more credible than the testimony of Atty. Ricafort, observing:

Based on the said testimony, statements and actuations of complainant Erlinda Tarog and his collaborating witness, we find their statements to be credible.

Atty. Ricafort in his testimony attempted to show that the amount of P65,000.00 was paid to him by the complainant as acceptance fee on a package deal basis and under said deal, he will answer the filing fee, attorney's fees and other expenses incurred up to the time the judgment is rendered. He presented a transcript of stenographic notes wherein it was stated that complainant himself did not consign the money in court. The respondent admitted in his testimony that he did not have any retainer agreement nor any memorandum signed or any receipt which would prove that the amount of P65,000.00 was received as an acceptance fee for the handling of the case.

Atty. Romulo Ricafort stated that there was no retainer agreement and that he issued only receipt because the late Arnulfo Tarog will not pay unless a receipt is issued.

The Undersigned Commissioner asked the respondent "Basically you describe that thing that will happen in the litigation related to the payment of fees. But when you received that P65,000.00 did you not put anything there that you will describe the nature of legal work which you will undertake considering that you have considered this P65,000.00 as your attorney's fees? And Atty. Ricafort stated: Yes I did. I do not know why they were not showing the receipt. That is a big amount, Your Honor. They demanded for me the receipt of P30,000.00 how much more with that P65,000.00. They demanded for the receipt of that P65,000.00 but I cannot explain the reason why.....

During the clarificatory questioning, the Undersigned Commissioner also asked Atty. Ricafort why he did not answer the demand letter sent by Arnulfo Tarog and the proof of service of the said letter was presented by the complainant. Conveniently, Atty. Ricafort stated that he did not receive the letter and it was received by their helper who did not forward the letter to him. He also adopted the position that the complainant was demanding the P65,000.00 wherefore this case was filed. When confronted by the testimony of Mr. Vidal Miralles, the

respondent Atty. Ricafort just denied the allegation that he received the P65,000.00 for deposit to the court. He also denied that Mr. Miralles has visited his residence for follow-up the reimbursement.

The Undersigned Commissioner asked the respondent if he has personal animosity with Arnulfo Tarog, Erlinda Tarog and Vidal Miralles and if there are any reason why this case was filed against him. In his answer the respondent stated that we have been very good friends for the past ten (10) years and he said that in fact he was surprised when the complaint was filed against him and they even attached the decision of the Supreme Court for his suspension and maybe they are using this case to be able to collect from him.

The main defense of the respondent is that the complainant in this case testified that the total amount to redeem his property is P240,000.00 and when asked whether he consigned the money to the court to redeem the property he answered in the negative.

The alleged payment of P65,000.00 was made prior to the said testimony sometime in 1992. Hence, it was stated on complainant's affidavit that on November 7, 1992, prior to filing said complaint I had given him the sum of Sixty Five Thousand Pesos to be deposited to the Regional Trial Court representing redemption money of the Real Estate Mortgage. The amount of P65,000.00 is very much close to the amount of the principal obligation of the complainant and it is not surprising for a non-lawyer to hold on to the belief that with the filing of the case for annulment of foreclosure his case would be strengthened by making a deposit in court hence, the motivation to produce the deposit was logical and natural insofar as the complainant is concerned. The testimony of the complainant in court that the bank needed P240,000.00 for the redemption of the property will have no bearing on the actuation of the complainant who has been required to deposit P65,000.00 by his lawyer. The Undersigned Commission has no alternative but to believe in the credibility and truthfulness of complainant's narration that of Mrs. Erlinda Tarog and Vidal Miralles.[10]

Commissioner Reyes concluded that Atty. Ricafort violated Canon 15, and Rules 16.01, 16.02 and 16.03 of Canon 16 of the Code of Professional Responsibility by taking advantage of the vulnerability of his clients and by being dishonest in his dealings with them by refusing to return the amount of P65,000.00 to them.

On November 4, 2004, the IBP Board of Governors adopted Resolution No. XVI-2004-473,[11] resolving to return the matter to Commissioner Reyes for a clarification of whether or not there was evidence to support the claim that the P65,000.00 had been in payment of attorney's fees and other expenses.

On October 11, 2005, Commissioner Reyes issued a second Report and Recommendation,[12] in which he declared that Atty. Ricafort did not present any retainer agreement or receipt to prove that the amount of P65,000.00 had been part of his attorney's fees; that Atty. Ricafort had willfully ignored the demand of Arnulfo by not replying to the demand letter; that, instead, Atty. Ricafort had insisted that the househelp who had received the demand letter had not given it to him; and that in his (Commissioner Reyes) presence, Atty. Ricafort had also promised to the complainant that he would settle his liability, but Atty. Ricafort did not make good his promise despite several resettings to allow him to settle his obligation.

Action of IBP Board of Governors

Through Resolution No. XVII-2006-569,[13] therefore, the IBP Board of Governors adopted and approved the Report and Recommendation of Commissioner Reyes and recommended the disbarment of Atty. Ricafort and the order for him to return the amounts of P65,000.00 and P15,000.00 to Erlinda, viz:

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 as Annex "A" and, finding the recommendation fully supported by the evidence on record and the applicable laws and rules, and considering that Respondent has taken advantage of his client [sic] vulnerability and has been dishonest with his dealings to his client, Atty. Romulo L. Ricafort is hereby DISBARRED and

Ordered to Return the amount of P65,000 and P15,000 to complainant.

Atty. Ricafort moved for reconsideration,[14] maintaining that a retainer agreement was immaterial because he had affirmed having received the P65,000.00 and having issued a receipt for the amount; that he had not kept the receipt because "the practice of lawyers in most instances is that receipt is issued without duplicate as it behooves upon the client to demand for a receipt;"[15] that considering that the Tarogs had produced a photocopy of the receipt he had issued for the P30,000.00 in connection with their appeal, it followed that a similar receipt for attorney's fees had been made at the time when the case had been about to be filed in the RTC; that the testimonies of Erlinda and Vidal were inconsistent with Arnulfo's affidavit; and that he did not receive Arnulfo's demand letter, which was received by one Gemma Agnote (the name printed on the registry receipt), whom he did not at all know.

Acting on Atty. Ricafort's motion for reconsideration, the IBP Board of Governors downgraded the penalty from disbarment to indefinite suspension,[16] thus:

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED the Recommendation of the Board of Governors First Division of the above-entitled case, herein made part of this Resolution as Annex "A"; and, finding the recommendation fully supported by the evidence on record and the applicable laws and rules, the Motion for Reconsideration is hereby DENIED with modification of Resolution No. XVII-2006-509 of the Board of Governors dated 18 November 2006, that in lieu of the Disbarment of Atty. Romulo Ricafort, he is INDEFINITELY SUSPENDED from the practice of law and Ordered to return the amount of P65,000 and P15,000 to complainant.

Atty. Ricafort filed a second motion for reconsideration,[17] assailing the resolution of the IBP Board of Governors for violating Section 12, Rule 139-B of the Rules of Court requiring the decision of the IBP Board of Governors to be in writing and to clearly and distinctly state the facts and reasons on which the decision was based.

Hence, the administrative case is now before the Court for resolution.

Ruling

We affirm the findings of the Commissioner Reyes, because they were supported by substantial evidence. However, we impose the penalty of disbarment instead of the recommended penalty of indefinite suspension, considering that Atty. Ricafort committed a very serious offense that was aggravated by his having been previously administratively sanctioned for a similar offense on the occasion of which he was warned against committing a similar offense.

A.

Version of the complainants was more credible than version of Atty. Ricafort

Atty. Ricafort admitted receiving the P65,000.00 from the Tarogs. Even so, we have two versions about the transaction. On the one hand, the Tarogs insisted that the amount was to be consigned in court for purposes of their civil case; on the other hand, Atty. Ricafort claimed that the amount was for his fees under a "package deal" arrangement.

Commissioner Reyes considered the Tarogs' version more credible.

We hold that Commissioner Reyes' appreciation of the facts was correct and in accord with human experience.

Firstly, it is easier to believe that Atty. Ricafort persuaded the Tarogs on the need for that amount to be deposited

in court for purposes of their civil case. Being non-lawyers, they had no idea about the requirement for them to consign any amount in court, due to the substantive and procedural implications of such requirement being ordinarily known only to lawyers. Their ready and full reliance on Atty. Ricafort's representations about the requirement to consign that amount in court was entirely understandable in view of their awareness of Atty. Ricafort's standing in the legal community of the place. Besides, as Commissioner Reyes observed, it was not far-fetched for the Tarogs to believe that an amount close in value to their original obligation was necessary to be deposited in court to boost their chances of recovering their property.

Secondly, Atty. Ricafort's denial of receipt of Arnulfo's demand letter was incredible. He already initially admitted receiving the letter through a househelp.[18] His denial came only subsequently and for the first time through his motion for reconsideration dated December 30, 2006,[19] in which he completely turned about to declare that the Gemma Agnote who had received the letter was unknown to him.[20] Expectedly, Commissioner Reyes disregarded his denial, because not only was the denial an apparently belated afterthought, it was even contradicted by his earlier admission of receipt. In any event, the fact that Gemma Agnote was even the househelp whom Atty. Ricafort had adverted to becomes very plausible under the established circumstances.

Thirdly, Atty. Ricafort explained that he had no copies of the receipts for the P65,000.00 and P15,000.00 issued to the Tarogs because "the practice of lawyers in most instances is that receipt is issued without duplicate as it behooves upon the client to demand for a receipt." [21] But such explanation does not persuade us. Ethical and practical considerations made it both natural and imperative for him to issue receipts, even if not demanded, and to keep copies of the receipts for his own records. He was all too aware that he was accountable for the moneys entrusted to him by the clients, and that his only means of ensuring accountability was by issuing and keeping receipts. Rule 16.01 of the Code of Professional Responsibility expressly enjoins such accountability, viz:

Rule 16.01 - A lawyer shall account for all money or property collected or received for or from the client.

Definitely, Atty. Ricafort had a highly fiduciary and confidential relation with the Tarogs. As such, he was burdened with the legal duty to promptly account for all the funds received from or held by him for them.[22]

And, fourthly, to buttress his denial that the P65,000.00 was not intended for deposit in court, Atty. Ricafort insisted that Arnulfo did not object to the omission from the complaint in the civil action of any mention of consignment. However, the complaint that he himself had written and filed for the Tarogs contradicted his insistence, specifically in its paragraph 16, which averred the plaintiffs' (i.e., Tarogs) readiness and willingness to deposit the amount of P69,345.00 (inclusive of the redemption price and interest) in court, thus:

16. And to show willingness and sincerity of the plaintiffs, they are ready and willing to deposit the amount of P69,345.00 as redemption price plus reasonable accrued interests, if there are any; [23]

Nor could the Tarogs have conjured or invented the need for consignment. The consignment was a notion that could have emanated only from him as their lawyer. In fact, Erlinda recalled while testifying before the IBP Commission on Bar Discipline that they had brought to their meeting with Atty. Ricafort only P60,000.00 for the consignment, but that Atty. Ricafort had to instruct them to raise the amount. The excerpt of her pertinent testimony follows:

Comm. Reyes:

Madam Witness, in this affidavit you stated that your late husband and Mr. Vidal Miralles went to the office of Atty. Ricafort to advise the latter that we already had the sum of P65,000.00 in the form of check, how did you come to know this fact?

Witness:

Paano po ba sabi nya na magdeposit ng P65,000.00 tapos may P60,000.00 kami sabi niya dagdagan niyo ng konti.

Comm. Reyes:

Kinausap ba niya kayo?

Witness:

Nandoon po ako.

Comm. Reyes:

Where you present when the check was given?

Witness:

Yes.

Comm. Reyes:

So, alam niyo, nakita niyo na binigay yong P65,000.00 na tseke?

Witness:

Opo.

Comm. Reyes:

Alam niyo ba kung ano ang nangyari doon sa tseke na idiniposit?

Witness:

Noong una sinabi niya sa amin na ididiposit niya sa court.

Comm. Reyes:

Nalaman niyo ba na hindi naman pala idiniposit sa court?

Witness:

Opo.

Comm. Reyes:

Kailan niyo nalaman?

Witness:

Nagsabi siya tapos sinabi pa niya na yong interest sa bank ay ibinigay niya sa amin ang sabi naming salamat.[24]

B.

Atty. Ricafort's acts and actuations constituted serious breach of his fiduciary duties as an attorney

The Code of Professional Responsibility demands the utmost degree of fidelity and good faith in dealing with the moneys entrusted to lawyers because of their fiduciary relationship.[25] In particular, Rule 16.01 of the Code of Professional Responsibility states:

Rule 16.01 - A lawyer shall account for all money or property collected or received for or from the client.

Undoubtedly, Atty. Ricafort was required to hold in trust any money and property of his clients that came into his possession,[26] and he needed to be always mindful of the trust and confidence his clients reposed in him.[27] Thus, having obtained the funds from the Tarogs in the course of his professional employment, he had the obligation to deliver such funds to his clients (a) when they became due, or (b) upon demand.[28]

Furthermore, Rule 16.02 of the Code of Professional Responsibility, imposes on an attorney the positive obligation to keep all funds of his client separate and apart from his own and from those of others kept by him, to wit:

Rule 16.02 - A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

Atty. Ricafort's act of obtaining P65,000.00 and P15,000.00 from the Tarogs under the respective pretexts that the amount would be deposited in court and that he would prepare and file the memorandum for the Tarogs erected a responsibility to account for and to use the amounts in accordance with the particular purposes intended. For him to deposit the amount of P65,000.00 in his personal account without the consent of the Tarogs and not return it upon demand, and for him to fail to file the memorandum and yet not return the amount of P15,000.00 upon demand constituted a serious breach of his fiduciary duties as their attorney. He reneged on his duty to render an accounting to his clients showing that he had spent the amounts for the particular purposes intended.[29] He was thereby presumed to have misappropriated the moneys for his own use to the prejudice of his clients and in violation of the clients' trust reposed in him.[30] He could not escape liability, for upon failing to use the moneys for the purposes intended, he should have immediately returned the moneys to his clients.[31]

Atty. Ricafort's plain abuse of the confidence reposed in him by his clients rendered him liable for violation of Canon 16,[32] particularly Rule 16.01, supra, and Canon 17,[33] all of the Code of Professional Responsibility. His acts and actuations constituted a gross violation of general morality and of professional ethics that impaired public confidence in the legal profession and deserved punishment.[34]

Without hesitation, therefore, we consider Atty. Ricafort's acts and conduct as gross misconduct, a serious charge under Rule 140 of the Rules of Court, to wit:

Section 8. Serious charges. - Serious charges include:

xxx

3. Gross misconduct constituting violations of the Code of Judicial Conduct;

xxx

That this offense was not the first charged and decided against Atty. Ricafort aggravated his liability. In *Nuñez v. Ricafort*,[35] decided in 2002, the Court found him to have violated Rules 1.01[36] of Canon 1 and Rule 12.03[37] and Rule 12.04[38] of Canon 12 of the Code of Professional Responsibility in relation to his failure to turn over the proceeds of the sale of realty to the complainant (who had authorized him to sell the realty in her behalf). His failure to turn over the proceeds compelled the complainant to commence in the RTC a civil action to recover the proceeds against him and his wife. The

Court meted on him the penalty of indefinite suspension, and warned him against the commission of similar acts, stating:

We concur with the findings of the Investigating Commissioner, as adopted and approved by the Board of

Governors of the IBP, that respondent Atty. Romulo Ricafort is guilty of grave misconduct in his dealings with complainant. Indeed, the record shows respondent's grave misconduct and notorious dishonesty.

There is no need to stretch one's imagination to arrive at an inevitable conclusion that respondent gravely abused the confidence that complainant reposed in him and committed dishonesty when he did not turn over the proceeds of the sale of her property. Worse, with palpable bad faith, he compelled the complainant to go to court for the recovery of the proceeds of the sale and, in the process, to spend money, time and energy therefor. Then, despite his deliberate failure to answer the complaint resulting in his having been declared in default, he appealed from the judgment to the Court of Appeals. Again, bad faith attended such a step because he did not pay the docket fee despite notice. Needless to state, respondent wanted to prolong the travails and agony of the complainant and to enjoy the fruits of what rightfully belongs to the latter. Unsatisfied with what he had already unjustly and unlawfully done to complainant, respondent issued checks to satisfy the alias writ of execution. But, remaining unrepentant of what he had done and in continued pursuit of a clearly malicious plan not to pay complainant of what had been validly and lawfully adjudged by the court against him, respondent closed the account against which the checks were drawn. There was deceit in this. Respondent never had the intention of paying his obligation as proved by the fact that despite the criminal cases for violation of B.P. Blg. 22, he did not pay the obligation.

All the foregoing constituted grave and gross misconduct in blatant violation of Rule 1.01 of Canon 1 of the Code of Professional Responsibility which provides:

A lawyer shall not engage in unlawful, dishonest and immoral or deceitful conduct.

Respondent's claim of good faith in closing his account because he thought complainant has already encashed all checks is preposterous. The account was closed on or before 26 February 1996. He knew that there were still other checks due on 29 February 1996 and 15 March 1996 which could not be encashed before their maturity dates.

By violating Rule 1.01 of Canon 1 of the Code of Professional Responsibility, respondent diminished public confidence in the law and the lawyers (*Busiños v. Ricafort*, 283 SCRA 407 [1997]; *Ducat v. Villalon*,

337 SCRA 622 [2000]). Instead of promoting such confidence and respect, he miserably failed to live up to the standards of the legal profession (*Gonato v. Adaza*, 328 SCRA 694 [2000]; *Ducat v. Villalon*, supra).

Respondent's act of issuing bad checks in satisfaction of the alias writ of execution for money judgment rendered by the trial court was a clear attempt to defeat the ends of justice. His failure to make good the checks despite demands and the criminal cases for violation of B.P. Blg. 22 showed his continued defiance of judicial processes, which he, as an officer of the court, was under continuing duty to uphold.[39]

Bearing in mind his administrative record, and considering that the penalty for violation of Canon 16 ranges from suspension for six months,[40] to suspension for one year,[41] to suspension for two years,[42] depending on the amount involved and the severity of the lawyer's misconduct, we rule that disbarment is the commensurate punishment for Atty. Ricafort, who has shown no reformation in his handling of trust funds for his clients.

WHEREFORE, we find and declare Atty. Romulo L. Ricafort guilty of a violation of Canon 16, Rule 16.01 and Canon 17 of the Code of Professional Responsibility and, accordingly, disbar him. The Bar Confidant is directed to strike out his name from the Roll of Attorneys.

Atty. Ricafort is ordered to return to Erlinda R. Tarog the sums of P65,000.00 and P15,000.00, plus interest of six percent per annum reckoned from the demand made on December 3, 2002, within twenty days from notice.

This decision is effective immediately.

Let a copy of this decision be furnished to the Office of the Court Administrator for circulation to all courts, and to the Integrated Bar of the Philippines, for its reference.

SO ORDERED.

Corona, C.J., Carpio, Carpio Morales, Velasco, Jr., Leonardo-De Castro, Peralta, Bersamin, Del Castillo, Abad, Villarama, Jr., Perez, Mendoza, and Sereno, JJ., concur.

Nachura, J., on leave.

Brion, J., on leave.

[1] Rollo, p. 126.

[2] Id., p. 132.

[3] Id., p. 183 (TSN dated June 18, 2004).

[4] Id., p. 135.

[5] Id., p. 126.

[6] Id., p. 127.

[7] Id., p. 167.

[8] Id., p. 85.

[9] Id., pp. 207-217.

[10] Id., pp. 213-216.

[11] Id, p. 206.

[12] Id., pp. 203-205.

[13] Id., p. 201.

[14] Id., pp. 219-227.

[15] Id., p. 222.

[16] Id., p. 231.

[17] Id., p. 240.

[18] Id., p. 214.

[19] Id., pp. 219-227.

[20] Id., p. 225.

[21] Id., p. 222.

[22] Garcia v. Manuel, A. C. No. 5811, January 20, 2003, 395 SCRA 386.

[23] Rollo, p. 34.

[24] Id., pp. 182-185 (TSN dated June 18, 2004).

- [25] *Berbano v. Barcelona*, A.C. No. 6084, September 3, 2003, 410 SCRA 258, 266.
- [26] *Rollon v. Naraval*, A.C. No. 6424, March 4, 2005, 452 SCRA 675, 683.
- [27] *Garcia v. Bala*, A.C. No. 5039, November 25, 2005, 476 SCRA 85, 92.
- [28] Rule 16.03, Canon 16, Code of Professional Responsibility; *Garcia v. Manuel*, *supra*, note 22.
- [29] *Mejares v. Romana*, A.C. No. 6196, March 17, 2004, 425 SCRA 577.
- [30] *Almendarez, Jr. v. Langit*, A.C. No. 7057, July 25, 2006, 496 SCRA 402, 407; *Espiritu v. Ulep*, A.C. No. 5808, May 4, 2005, 458 SCRA 1, 9; *Aldovino v. Pujalte, Jr.* A.C. No. 5082, February 17, 2004, 423 SCRA 135, 140.
- [31] *Celaje v. Soriano*, A.C. No. 7418, October 9, 2007, 535 SCRA 217, 222.
- [32] CANON 16 - A LAWYER SHALL HOLD IN TRUST ALL MONEYS AND PROPERTIES OF HIS CLIENT THAT MAY COME INTO HIS POSSESSION.
- [33] CANON 17 - A LAWYER OWES FIDELITY TO THE CAUSE OF HIS CLIENT AND HE SHALL BE MINDFUL OF THE TRUST AND CONFIDENCE REPOSED IN HIM.
- [34] *Almendarez, Jr. v. Langit*, *supra*; *Espiritu v. Ulep*, *supra*.
- [35] A.C. No. 5054, May 29, 2002, 382 SCRA 381.
- [36] Rule 1.01 - A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.
- [37] Rule 12.03 - A lawyer shall not, after obtaining extensions of time to file pleadings, memoranda or briefs, let the period lapse without submitting the same or offering an explanation for his failure to do so.
- [38] Rule 12.04 - A lawyer shall not unduly delay a case, impede the execution of a judgment or misuse Court processes.
- [39] *Nuñez v. Ricafort*, *supra*, pp. 386-387.
- [40] *Espiritu v. Ulep*, *supra*.
- [41] *Meneses v. Macalino*, A.C. No. 6651, February 27, 2006, 483 SCRA 212; *Unity Fishing Development Corporation v. Macalino*, A.C. No. 4566, December 10, 2004, 446 SCRA 11.
- [42] *Mortera v. Pagatpatan*, A.C. No. 4562, June 15, 2005, 460 SCRA 99.

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