

CRISPINA MATURAN CANDIA, COMPLAINANT, VS. MUNICIPAL JUDGE ALONZO J. TAGABUCBA, RESPONDENT.*A.M. NO. 528-MJ. September 12, 1977*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-m-no-528/>

Administrative complaint, supported by affidavits of the complainants, Crispina Maturan Candia and Justiniano Maturan, charging Municipal Judge Alonzo J. Tagabucba of Mahayag, Zamboanga del Sur, with dishonesty, gross misconduct, false representation and abuse of authority. Upon referral to respondent of said complaint, he filed his comment thereon, supporting the same with his own affidavit, whereupon the Court designated Honorable Melquiades S. Sucaldito to conduct the appropriate investigation and submit his recommendation.

In his report, the Investigator recommends the dismissal of respondent from the service. Accordingly, We have carefully reviewed the record of the investigation, the oral testimonies of complainants as well as that of respondent and the documents submitted by them, and on the basis of such evidence, We have inexorably arrived at the conclusion that indeed, respondent has, by his impugned actuations clearly proven before the Investigator, shown himself to be unfit to continue performing the functions of his judicial office and unworthy of being allowed to further enjoy any of the rights and privileges appurtenant thereto.

Disregarding matters of less pivotal importance, it appears that respondent has violated one of the fundamental principles governing the performance of judges of their judicial functions, namely, never to use his office for the promotion of his personal interests. Moreover, while it is true that during the times material to this case, respondent was allowed to engage in the practice of his profession, it was obviously improper for him, however, to act as counsel for any party whose case would eventually land in his court. Worse, in the case of respondent, his professional services were engaged by one of the parties and he subsequently agreed to act as attorney-in-fact of the other party in connection with the very subject matter of their controversy.

The evidence is conclusive that: During the lifetime of the spouses Marcelo Maturan and Georgina Handog, they owned a parcel of land measuring 12 hectares. It was mortgaged to the Philippine National Bank, Ozamis City Branch. The Maturans failed to pay their indebtedness, and so, the Bank foreclosed the mortgaged. Soon after the death of Marcelo, his widow sold 4-1/2 hectares of the land to Martin Manisan, notwithstanding the mortgage. Respondent was the one who notarized the document.

In his sworn letter to the Secretary of Education and Culture dated March 1, 1973, attached to his 2nd Indorsement of January 10, 1974 by way of Comment on the complaint against him in this case, respondent himself states:

"CRISPINA MATURAN CANDIA, is one of the heirs of five over a parcel of 12 has. land of their deceased parents, located at Tuboran, Mahayag, Zamboanga del Sur. This 12 has. land was mortgaged by their parents with the PNB for P1,600.00 in January 1957: The proceeds of this mortgage was spent in the marriage of Justiniano Maturan, a brother. This mortgage was not redeemed despite the lapse of more than 4 years.

"in order to redeem the property mortgaged, CRISPINA with her four brothers and their mother (then living) sold 4-1/2 has. portions of the 12 has. to MARTIN MANISAN for P2,050.00 in October 1962. The proceeds of this sale was not however applied to redeem the PNB mortgage as intended but the bigger sum was used by

Justiano Maturan to open a restaurant business and the rest was spent by CRISPINA to the prejudiced of their three brothers Pedro, Manuel and Petronillo all surnamed Maturan.

"MARTIN MANISAN was led to believe that the PNB mortgage was redeemed by CRISPINA and Justiniano when in fact it was not. The whole property including the 4-1/2 has. portion of MANISAN was foreclosed by the PNB thru public auction in November 1967. The entire property became the property of the PNB which unfortunately included the 4-1/2 has of MANISAN.

"MANISAN, from the office of the Chief of Police, came to me for advice as to the possibility of filing a case of Estafa against CRISPINA MA TURAN CANDIA, Justiniano Maturan and their three brothers. I prevailed upon him to take it easy as a remedy was still available for him to recover his 4-1/2 hectares portion from the PNB. So MANISAN engaged my legal services.

"I called CRISPINA and his four brothers for a conference in January 1968. They came to me and I apprised-them of the consequences of the loss of Manisan's 4-1/2 has. to PNB. They asked me whether there was still a last chance for them to repurchase the property from the PNB after it had been acquired by public auction. I told them there was a period of one year if the property had not been sold by PNB to a third person but it needs approval of PNB Manila. With this information, CRISPINA and her four brothers solicited my services to act for them. I was hesitant to accede as they could not even give me an advance of any sum for the initial follow-up with PNB, Ozamis City. But earnest requests of CRISPINA and her brothers led me to accede to work for the rescue or redemption of their 7-1/2 has. from the PNB without a single centavo to start with. They executed special power of attorney making me as their attorney-in-fact authorizing me to repurchase the property from the PNB.

"CRISPINA and her brothers could not put up the sum of P1,250.00 (part of P2,542.11) to be deposited with PNB as earnest money pending approval of Manila PNB. They asked me to produce the sum and other expenses necessary for the repurchase. So they authorized me by special power of attorney to encumber the 7-1/2 has. portion, to any person who would extend the required and necessary sum, to be repurchased on or before November 27, 1968, a period of one year from November 27, 1967 allowed by the bank. Earnest money was procured from Mr. Chupuico, a coprax dealer, and deposited with the PNB on January 2, 1968.

"With this authority, in behalf of CRISPINA and her 4 brothers, in January, 1968, I entered into a deed of sale with right of repurchase within 10 months or on or before November 27, 1968, with Mr. Chupuico for price consisted of the repurchase money deposited with PNB, plus representation expenses with PNB Ozamis and Manila, payment of subdivision survey and other expenses that will be incurred up to the cancellation of Original Certificate of Title to TCT for the heirs and TCT for MANISAN. The vendee-a-retro insisted to enjoy the coprax of the land but CRISPINA pleaded that it should be enjoyed by her 2 sickly brothers who were dependent on said produce. The vendee-a-retro agreed but insisted that in the repurchase price should be added the estimated minimum proceed of coprax by the month to which CRISPINA agreed. The estimated net proceeds of coprax during the period within which to repurchase is P1,200.00. The price therefore of that contract 1 entered into was P4,250.00.

"But the vendee-a-retro, in June 1968, apprehensive of the actuations of CRISPINA, told me that he preferred the deed signed by CRISPINA and her 4 brothers themselves. And so I explained to CRISPINA that the vendee-a-retro is reluctant to extend me the sum necessary to accomplish my task, he wanted the deed signed by the heirs themselves. And so CRISPINA and her 4 brothers executed themselves the deed with the same period — to be repurchased on or before the end of November 1968. In the repurchase price was added the sum of P340.00 of back taxes and my services' fee in the sum of P350.00, hence, making the repurchase price to P4,940.00.

"In the last week of October, 1968, Justiniano Maturan came to me and confided that a bigger portion of 7-1/2 has. was mortgaged for P1,100.00 by CRISPIN A to JUAN PARAGAMAC and CERIACO PICOT all of Tuboran, Mahayag, Zamboanga del Sur who were actually the ones who received the produce. When inquired,

PARAGAMAC and PICOT confirmed the information. This explains why CRISPINA pleaded that the coprax should be enjoyed by her two brothers, who actually did not enjoy the same, to conceal the existing encumbrance.

"After the expiration of the period within which to repurchase or in December 1968, PARAGAMAC and PICOT gave way or turned over the possession of the 7-1/2 has. portion to the overseer of Mr. Chupuico. PARAGAMAC filed a case of Estafa against public school teacher CRISPINA MATURAN CANDIA on May 16, 1969 before Mahayag Municipal Court, which remanded the case to the Court of First Instance on June 30, 1969 for trial on the merits. Copy of complaint and supporting evidence consisting of a promissory note signed by CRISPINA M. CANDIA, affidavits of JUAN PARAGA MAC and Florentine Saldo which are herewith attached and marked as End. A, B, C, D, respectively, and make as integral part hereof.

"CERIACO PICOT wanted to file another estafa case against CRISPINA MATURAN CANDIA over the sums of P-600.00 obtained by the latter from the former, simultaneously with that one filed by PARAGAMAC but 1 prevailed upon PICOT to hold his complaint meanwhile. This sum up to this date has not been paid or settled. Promissory note executed by CRISPINA M. CANDIA is likewise attached and marked as Encl. B and made as integral part hereof.

"Thru the intervention of the Provincial Attorney, I promised CRISPINA MATURAN CANDIA to accompany her and her brothers to the vendee-a-retro to request the latter to allow them to repurchase the land despite the lapse of the period.

"Meanwhile, in the latter part of 1969 or there about, CRISPINA M. CANDIA and Justiniano Caturan thru fraudulent misrepresentation mortgaged again the 7-1/2 has. portion to Mr. JOAQUIN YAP, a store-owner at Poblacion. Mahayag, Zamboanga del Sur and obtained a loan of P2,400.00 even though legally the said land was no longer their own. They having failed to repurchase it within the agreed period from the vendee-a-retro. This act constituted another ESTAFA. The 3 brothers (Pedro, Petronilo and Manuel) were led to believe by CRISPINA and Justiniano that the money will be accumulated into a repurchase money and so the discriminated brothers signed the mortgage paper. Over the objection of Petronilo (who reported to me this fact), the bigger sum was used by Justiniano Maturan for bingo business and the rest was spent by CRISPINA MATURAN CANDIA to the unfair advantage of their 3 brothers.

"In June, 1972, CRISPINA and his brother Justiniano came and asked me to accompany them to Mr. Chupuico at Bonifacio, Misamis Occidental because they can already produce the repurchase money. I asked them how much they can raise. They told me, only P3,500. I told them it was not enough, the repurchase money being P4,940. At any rate, I acceded to accompany them. We fixed a date for us to go together to Bonifacio. On the day fixed, they did not show up, instead a day following they came up and told me that they had gone to Bonifacio already.

They saw Mr. Chupuico, who, when requested was amenable to the repurchase but they were not able to repurchase it as their money was only P3,500.00. Upon their request I told them to add some P500.00 to make it P4,000.00 and I would help them request the vendee-a-retro to allow the repurchase with that amount. They answered me they would raise the money. Matters therefore about the 7-1/2 has. portion which I, as their attorney-in-fact was able to rescue or save from being owned forever by the PNB without a single centavo to start with are settled. The segregation papers to support the cancellation of OCT of the late Marcelo Maturan to TCT for heirs of Maturan and TCT for MANISAN are ready. It is the turn of CRISPINA MATURAN CANDIA and her brother Justiniano Maturan to raise the required amount for the repurchase of the parcel of land from the vendee-a-retro." (pp. 8-11, Record.)

Except for details not very material, the foregoing version of respondent of what happened is what in essence the Investigator found to be substantiated by the evidence. But it should be stressed that according to the evidence, the "vendee-a-retro" repeatedly referred to by respondent above was none other than his own father-in-law, Mariano

Chupuico, whom the complainants never met or had any direct transactions with, since all the time it was respondent who dealt with them. As found by the Investigator, respondent was actually the "beneficial vendee," since he was the one who actually took possession of the property after the ostensible sale to Chupuico. It is also a fact that the judge of the Municipal Court of Mahayag with whom the complaint for estafa was filed by Paragamac and who remanded the case to the Court of First Instance of Zamboanga del Sur, as stated in respondent's abovequoted sworn statement, was none other than respondent himself.

Without going into the other actuations of respondent complained of, such as, particularly, the alleged hasty acceptance by respondent of the complaint for threats against complainant Justiniano Maturan and his immediate issuance of a warrant of arrest against him, the actuations of respondent admitted by him in his sworn statements aforequoted already bear out the terrible misconception that respondent has of the nature of his office. He did not only take personal interest in a litigious matter within his jurisdiction, for he admits that Martin Manisan discussed the possibility of his filing a estafa case against the Maturans, he actually acted as legal counsel and adviser for all the parties thereto. According to him, Manisan engaged his services and later he agreed to be attorney-in-fact of the Maturans. In these premises, it is impossible to countenance respondent's plea that he merely tried to help the family of complainants save their property from remaining forever with the PNB. We cannot escape the conclusion that respondent always acted in pursuance of his personal self-interest.

He claims in his supplemental memorandum that inasmuch as Chupuico has finally allowed the Maturans to repurchase the property in question for P4,940.00 (without reimbursement of taxes paid) and the same has actually been conveyed back to them already, "it is painful to realize that while the complainant with her brothers has been enjoying peacefully the fruits of respondent's labor, respondent is still facing uncertainties of a pending administrative case before YOUR HONORS." Unfortunately for him, the circumstances revealed in the record show otherwise — at the very least, it has been sufficiently shown that an attempt was made by him, as judge, to take advantage of his position in purchasing property likely to be, if not actually, the subject matter of a case before him by acting as counsel and adviser for both parties. Such patently deplorable conduct betrays an utter lack of the ethical principles and sense of propriety, without which any judge cannot preserve the faith of the people in the judiciary, so indispensable in any orderly society.

WHEREFORE, respondent judge is hereby dismissed from the service, effective upon notice hereof, with total forfeiture of all leave and retirement privileges to which he may otherwise be entitled.

Castro, C.J., Fernando, Teehankee, Makasiar, Antonio, Muñoz Palma, Aquino, Concepcion Jr., and Martin, JJ., concur.

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