

**[ ADMINISTRATIVE ORDER NO. 143, October 12, 1968 ]**

**SUSPENDING MR. MANUEL DEAÑO FROM OFFICE AS MUNICIPAL JUDGE OF KAUSWAGAN, LANAO DEL NORTE**

This is an administrative case filed by Sulpicio Damalerio against Municipal Judge Manuel Deaño of Kauswagan, Lanao del Norte, for neglect of duty in solemnizing the marriage of complainant's daughter, it being alleged that respondent failed to deliver a copy of the marriage contract to the contracting parties and to the local civil registrar.

Respondent admits that he solemnized the marriage of complainant's daughter, Rosalina, on March 6, 1959, but denies having failed to deliver a copy of the marriage contract to the contracting parties and to the local civil registrar. At the formal investigation conducted by the District Judge, Rosalina and her husband, Placido Villarin, testified that, after the solemnization of their marriage, they were not given a copy of the marriage contract because, according to respondent, it was not sealed, as he did not have the key to the aparador where the dry seal was kept. Rosalina and her husband also declared that they had not so far received their copy of the marriage contract. Complainant's witness, Melecio L. Cadayona, the assistant municipal treasurer of Kauswagan, stated that he received a copy of the marriage contract on February 10, 1960, only, on which date the corresponding entry was made in the marriage registry.

In his defense respondent testified that after solemnizing the marriage he furnished a copy of the marriage contract to the parties and another copy to the office of the municipal treasurer. Respondent's clerk also declared that after the marriage had been solemnized, he gave the original of the marriage contract to the husband and two copies to Ramon Lim, the employee of the local civil registrar charged with keeping the registry, who was present during the marriage rites.

Respondent, however, in his cross-examination of Placido and Rosalina Villarin did not contest their version of how they failed to receive a copy of the marriage contract. Such conduct of respondent tends to bear out the truth of their testimony. At the same time, if, as testified to by respondent's witnesses, copies of the marriage contract were delivered to Ramon Lim, the employee in charge of the registry, there would seem to be no reason why he would not then have made the corresponding entry in the registry, considering especially that he is complainant's son-in-law, as stated by respondent in his cross-examination of Melecio Cadayona, the assistant municipal treasurer.

The evidence thus clearly shows that, as charged, respondent failed to furnish a copy of the marriage contract to the contracting parties or to send another copy to the local civil registrar not later than fifteen days after the marriage, as required by Article 68 of the New Civil Code (Rep. Act No. 386). Respondent's failure to furnish a