

**[ADMINISTRATIVE ORDER NO. 44, March 29,
1967]**

**REMOVING MR. FERNANDO B. FUENTES, JR. AS MUNICIPAL
JUDGE OF NUNUÑGAN, LANA DEL NORTE**

This is an administrative case against Municipal Judge Fernando B. Fuentes, Jr. of Nunuñgan, Lanao del Norte, for dishonesty arising out of his acts as a practising lawyer.

This case arose from a traffic accident involving a jeep owned by Lucio Macalam, wherein Lemuel Holmas, son of Jose Holmas, complainant herein, lost his life and wherein Nicetas Salaan, co-passenger of Lemuel Holmas in the jeep, was slightly injured. In his complaint, Jose Holmas alleges that respondent misappropriated P1,300 paid to him (respondent) by Lucio Macalam, the owner of the jeep, for the amicable settlement of Holmas' claim for damages.

Respondent centers his defense on the thesis that out of the sum of P3,000 paid to him by the jeep owner for payment of all damages arising out of the accident, complainant Jose Holmas and his daughter-in-law, Salvacion Vda. de Holmas, widow of Lemuel Holmas, agreed to receive P1,500 in full satisfaction of their claim; that Nicetas Salaan, the injured co-passenger of the deceased Lemuel Holmas, was paid P1,300; and that he, respondent got P200 for his services in effecting the amicable settlement.

Complainant admits his signature on a document submitted by respondent (Exh. 2) wherein he and his daughter-in-law agreed that should their case against the jeep owner be settled amicably, they would receive not less than P1,500 as satisfaction of their claim. This document was executed on December 1, 1961, and was not intended to bind the parties thereto to the jeep owner but to herein respondent as their lawyer. The document in effect stated that complainant and his daughter-in-law would have respondent represent them in their claim for damages against Macalam; that if the claim be settled they shall get not less than P1,500; that they shall not effect any settlement by themselves and should they do so, they shall be liable to respondent for damages.

On December 2, 1961, complainant and the widow of his son executed an amicable settlement in which they agreed to settle their claim for P2,800. The document (Exh. B for complainant and Exh. 4 for respondent) was prepared and notarized by respondent himself and witnessed by Nicetas Salaan. On this occasion, according to Vitaliana Macalam, wife of Lucio Macalam, the jeep owner, she delivered to respondent P3,000 in the presence of complainant, of which P2,800 was intended for complainant and his daughter-in-law as damages for the death of Lemuel Holmas. The balance of P200 was for respondent's services for effecting the settlement. Respondent and Nicetas Salaan, on the other hand, testified that the former, in complainant's presence, paid P1,500 to the widow of Lemuel Holmas and