

[ADMINISTRATIVE ORDER NO. 112, April 12, 1955]

REMOVING MR. APOLINARIO P. ORIEL FROM OFFICE AS JUSTICE OF THE PEACE OF LA PAZ, LEYTE.

This is an administrative case against Justice of the Peace Apolinario P. Oriel of La Paz, Leyte, who is charged with (1) abuse of authority, (2) bribery, (3) inducing a married couple to commit immorality, (4) extorting excessive amounts from the heirs of deceased soldiers and (5) mysterious accumulation of wealth. The case was investigated by one of the then District Judges of Leyte who found the respondent guilty under charges (3) and (4) and innocent as to the rest.

It appears that on June 9, 1945, respondent justice of the peace in his capacity as ex officio notary public ratified a joint sworn declaration (Exh. C-1) between the spouses Eutiquiano Loreno and Trinidad Salego, purporting to be a contract of marital separation, one of the clauses of which reads as follows:

"Likewise, we are declaring in this our joint declaration that each and everyone of us will not be aggrieved in that each of us consent to anyone who may assert that sexual instinct which is common to man and woman, or to do and act according to his or her way of life, without anybody responsible therefor, or complain to authorities."

The above stipulation virtually authorizes the spouses to commit adultery and concubinage and hence is immoral and against public policy. A good number of lawyers and notaries public have been taken to task, even suspended or disbarred, by the Supreme Court for ratifying similar agreements, tending, as they do, "to subvert the vital foundation of the legitimate family."

His claim that he did not prepare the instrument in question but the chief of police and that he hurriedly read the contents thereof is clearly unsatisfactory. Even if he merely ratified the agreement without reading its contents, still he is legally responsible, for "while the duty of a notary public is principally to ascertain the identity of the affiant and the voluntariness of the declaration, it is nevertheless incumbent upon him at least to guard against having anything to do with an illegal or immoral arrangement."

It also appears that in 1947, 1948, 1950 and 1951 respondent received a total sum of P1,260 from the war widow of Longinus Maaño out of a total benefit of P11,000 plus received by her from the Philippine Veterans Board and the U.S. Veterans Administration for his services in prosecuting her claim; and that in 1953 he also received a total sum of around P6,000 for similar services out of the total amount of P16,000 received by the heirs of the late soldier Emilio Denaya from the U.S. Veterans Administration. Included in said sum of P6,000 was the P1,200 which he promised to return to the Veterans Administration as supposed overpayment but which apparently went into his pocket.