

THIRD DIVISION

[A.C. NO. 6057, June 27, 2006]

PETER T. DONTON, COMPLAINANT, VS. ATTY. EMMANUEL O. TANSINGCO, RESPONDENT.

DECISION

CARPIO, J.:

The Case

This is a disbarment complaint against respondent Atty. Emmanuel O. Tansingco ("respondent") for serious misconduct and deliberate violation of Canon 1,^[1] Rules 1.01^[2] and 1.02^[3] of the Code of Professional Responsibility ("Code").

The Facts

In his Complaint dated 20 May 2003, Peter T. Donton ("complainant") stated that he filed a criminal complaint for estafa thru falsification of a public document^[4] against Duane O. Stier ("Stier"), Emelyn A. Maggay ("Maggay") and respondent, as the notary public who notarized the Occupancy Agreement.

The disbarment complaint arose when respondent filed a counter-charge for perjury^[5] against complainant. Respondent, in his affidavit-complaint, stated that:

5. The OCCUPANCY AGREEMENT dated September 11, 1995 **was prepared and notarized by me under the following circumstances:**

- A. Mr. Duane O. Stier is the owner and long-time resident of a real property located at No. 33 Don Jose Street, Bgy. San Roque, Murphy, Cubao, Quezon City.
- B. Sometime in September 1995, **Mr. Stier – a U.S. citizen and thereby disqualified to own real property in his name** – agreed that the property be transferred in the name of Mr. Donton, a Filipino.
- C. Mr. Stier, in the presence of Mr. Donton, requested me to prepare several documents that would guarantee recognition of him being the actual owner of the property despite the transfer of title in the name of Mr. Donton.
- D. For this purpose, I prepared, among others, the OCCUPANCY AGREEMENT, recognizing Mr. Stier's free and undisturbed use of the property for his residence and business operations. The

OCCUPANCY AGREEMENT was tied up with a loan which Mr. Stier had extended to Mr. Danton.^[6]

Complainant averred that respondent's act of preparing the Occupancy Agreement, despite knowledge that Stier, being a foreign national, is disqualified to own real property in his name, constitutes serious misconduct and is a deliberate violation of the Code. Complainant prayed that respondent be disbarred for advising Stier to do something in violation of law and assisting Stier in carrying out a dishonest scheme.

In his Comment dated 19 August 2003, respondent claimed that complainant filed the disbarment case against him upon the instigation of complainant's counsel, Atty. Bonifacio A. Alentajan,^[7] because respondent refused to act as complainant's witness in the criminal case against Stier and Maggay. Respondent admitted that he "prepared and notarized" the Occupancy Agreement and asserted its genuineness and due execution.

In a Resolution dated 1 October 2003, the Court referred the matter to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation.

The IBP's Report and Recommendation

In her Report dated 26 February 2004 ("Report"), Commissioner Milagros V. San Juan ("Commissioner San Juan") of the IBP Commission on Bar Discipline found respondent liable for taking part in a "scheme to circumvent the constitutional prohibition against foreign ownership of land in the Philippines." Commissioner San Juan recommended respondent's suspension from the practice of law for two years and the cancellation of his commission as Notary Public.

In Resolution No. XVI-2004-222 dated 16 April 2004, the IBP Board of Governors adopted, with modification, the Report and recommended respondent's suspension from the practice of law for six months.

On 28 June 2004, the IBP Board of Governors forwarded the Report to the Court as provided under Section 12(b), Rule 139-B^[8] of the Rules of Court.

On 28 July 2004, respondent filed a motion for reconsideration before the IBP. Respondent stated that he was already 76 years old and would already retire by 2005 after the termination of his pending cases. He also said that his practice of law is his only means of support for his family and his six minor children.

In a Resolution dated 7 October 2004, the IBP denied the motion for reconsideration because the IBP had no more jurisdiction on the case as the matter had already been referred to the Court.

The Ruling of the Court

The Court finds respondent liable for violation of Canon 1 and Rule 1.02 of the Code.

A lawyer should not render any service or give advice to any client which will involve defiance of the laws which he is bound to uphold and obey.^[9] A lawyer who assists