

THIRD DIVISION

[A.C. No. 3961, September 18, 1997]

**SALUD IMSON-SOUWEHA, COMPLAINANT, VS. ATTY. TEOPISTO
A. RONDEZ, RESPONDENT.
R E S O L U T I O N**

FRANCISCO, J.:

After this Court, per Resolution dated January 27, 1993, referred to the Integrated Bar of the Philippines (IBP) the affidavit-complaint of herein complainant Salud Imson-Souweha against respondent Atty. Teopisto A. Rondez who filed a comment thereon, the IBP Board of Governors issued Resolution No. XII-97-10 dated May 17, 1997 adopting and approving the Report of Investigating Commissioner Plaridel C. Jose, the decretal portion of which reads:

WHEREFORE, it is hereby recommended that the respondent be absolved from the complainant's charge of violating his notarial duties and responsibility. However, the respondent should be strongly REPRIMANDED for appearing in the aforementioned Civil Case No. 2606-R with conflict of interest."

In a nut shell, complainant Souweha charged respondent Atty. Rondez of being a privy, or instrumental, in the forgery of her signature appearing in the Extrajudicial Settlement of the Estate of her deceased parents purportedly agreed upon by her father's (Anastacio Imson) two sets of children with his first and second wives. She claims that she could not have signed (not has she authorized anybody to sign in her behalf) said agreement as she was in the United States. Complainant Souweha thus accused respondent Atty. Rondez, in having notarized the extrajudicial settlement despite her absence, of failing in his legal duties and responsibilities and violating his lawyer's oath, by (1) causing it to appear that persons have participated in any act or proceeding when they did not in fact so participate; (2) attributing to persons who have participated in any act or proceeding statements other than those in fact made by them; and (3) making untruthful statements in narration of facts.

Respondent, on the other hand, claimed close friendship with deceased Anastacio Imson and in having personally informed complainant Souweha during a conference with Anastacio Imson's children held after the burial, to secure a tax account number necessary in the preparation of the extrajudicial settlement, complainant being known to respondent as permanent resident of the U.S. Respondent also claimed that on the date he presented to the children the deed of extrajudicial settlement which he prepared for their signatures, two (2) of complainant's sisters (Lydia Imson-Sinlao and Flora Imson-Elvina) assured him that the complainant, who had to leave for the US, had already executed a Special Power of Attorney in their favor to affix her signature on said deed. Respondent had to leave for a pressing appointment, and when he returned and upon seeing the signatures of all the children already affixed on the deed, respondent then notarized the same.

The Court agrees with, and hereby adopts, the IBP's finding that respondent, in essence, acted in good faith in connection with his participation in/approval of the extrajudicial settlement. Thus:

From the foregoing premises, herein respondent could not have been at fault or deemed to have violated his oath as a commissioned notary public on account of complainant's non-appearance or absence when she acknowledged the deed of settlement as her voluntary act and deed. Because of respondent's close relationship with the Imson family and the assurances of the complainant's sister Flora Imson-Elvina and Lydia Imson-Salud (sic) that they have the written authority of the complainant to sign on her behalf, respondent thus notarixed (sic) the questioned document believing in good faith the representations (sic) of complainant's sisters Flora Imson-Elvina and Lydia Imson-Sinlao that they have the written authority of their sister Salud Imson-Souweha. If respondent is to be faulted at all, it is simply because of his complete trust and confidence on the heirs of Anastacio, particularly Flora Imson-Elvina and Lydia Imson-Sinlao whom the respondent never suspected would commit the grievous scheme of misenterpreting themselves as the representatives of the complainant in the matter of the settlement of the deed.

"As a matter of fact, complainant had, by her manifest conduct, reiterated having given her sisters authority to sign on her behalf. Her two sisters had on several occasions declared that they have the requisite authority. If it is in writing, then it can only be presumed that they have suppressed or refused to give a copy to the herein respondent to serve their malicious design. Or if indeed no written authority exists, then Salud Imson Souweha must have instructed her sister to sign it for her before she left for the United States. To allege that respondent forced her signatures on the deed is a grievous and unconscionable assault on the personal honor, integrity and reputation of herein respondent.

"Respondent is of the belief that the complaint in the case at bar was initiated by the complainant in the light of the recent legal reverses which was suffered by her brother and sisters as against their half brothers and half sister Mrs. Orlino. Complainant Salud Imson-Souweha is being used by his brothers and sisters, as well as her brothers and sisters-in-laws as their instrument of revenge or hate. It is obvious that the complaint was prepared for her in Baguio City although sworn to before the Philippines (sic) consulate in New York.

"If indeed Salud Imson-Souweha never signed the deed because she was not personally present to sign the same or never authorized anybody to sign on her behalf, she is deemed, however, to have ratified the document by her subsequent actuations. Salud Imson Souweha was in Baguio City for a vacation during the months of July and August, 1992, collected and received her equal share of back rentals for a period of eighteen (18) months equivalent to her 1/12 interest in the property which was leased by the other heir, a proprietary interest which she acquired by virtue of the Deed of Extra-Judicial Settlement. She now

alleges that the respondent is instrumental in the forgery of her signatures on the document where she derives her equal share in the property.

"Respondent pleads to cite recent court reversals suffered by Salud Imson-Souweha and her brother and sisters, as well as recent revelations on their personal and collective filiation, thus:

"(a) In Civil Case No. 2606-R, pending before the Regional Trial Court of Baguio, Branch 5, complainant's group of heirs filed on August 11, 1992, a suit to enjoin and/or to terminate the lease of their half-brothers and half-sister over the property subject, of their extra-judicial settlement. The Court, in its order dated September 9, 1992 denied their attempt to secure such injunction from the court, a copy of said order herein attached as Annex "2"

"(b) Salud B. Imson Souweha, her brothers and sisters insisted on the clients of the respondent that they are the majority co-owners of the properties they inherited from their late father since they outnumber the five (5) legitimate children (see paragraph II) if they are to share equally the said properties. It turned out, however, complainant and her brothers and sisters are not even legitimate and that two (2) of them are not even children of their late father. The eldest, Lourdes B. Imson-de Jesus and Ricardo B. Imson, are not children of the late Anastacio Imson, Sr., and the five (5) others are illegitimate children, their late mother not being married to Anastacio.

"Respondent could only surmise that the finding of the illegitimate filiation of the complainant and her brothers and sister and the non-filiation of Lourdes and Ricardo to their late father could have provoked the filing of this administrative complaint against the respondent who was responsible for the foregoing discovery by his own research of the official record.

"(c) Salud Imson Souweha was on vacation in Baguio City in July and August, 1992. Her desire to join the business venture of the five (5) legitimate heirs of the first group in operating the night club-restaurant jointly owned was rebuffed. Thus, she was most likely the instigator in the filing of Civil Case No. 2606-R on August 17, 1992. The heirs leasing the property owned in common was rented for Twenty Five Thousand Pesos (P25, 000.00) since March 1991 up to the present. Salud Imson-Souweha (sic) share of Two Thousand Pesos (P2,000.00) from the monthly rental was collected by her, and received and signed for by any of her sisters. For the months of July and August, 1992, she personally received and signed for her share, as can be shown by the attached Annexes "3" and "4";

"(d) Lastly, before leaving for the United States in August, 1992, she signed a Special Power of Attorney and Memorandum of Agreement, authorizing the sale of her 1/12 interest in the property under lease, granted to Constancio Imson and Emmanuel Orlino as per Annexes "5" and "6", respectively;

- - - pp. 26-38. Supreme Court records.

"Without proceeding further, it appears that the present case is a typical example of a practising lawyer whose family friends and at the same time clients who (sic) succumbed to a (sic) serious family feuds and litigations over the bounty which they