

THIRD DIVISION

[A.C. No. 4369, November 28, 1997]

**PIKE P. ARRIETA, COMPLAINANT, VS. ATTY. JOEL A. LLOSA,
RESPONDENT.
R E S O L U T I O N**

ROMERO, J.:

Complainant Pike P. Arrieta prays for the disbarment of Atty. Joel A. Llosa for certifying under oath a Deed of Absolute Sale.

Particularly, complainant avers that respondent notarized a Deed of Absolute Sale dated March 24, 1993^[1] making it appear that some of the vendors in said Deed namely, Edelina T. Bonilla, Jesus T. Bonilla and Leonardo P. Toledano were parties and signatories thereto when in truth and in fact, all three were already dead prior to the execution of the said Deed of Absolute Sale. Jesus T. Bonilla died on August 22, 1992^[2] while Leonardo P. Toledano died on November 1, 1992.^[3] Edelina T. Bonilla allegedly died on or about June 11, 1992.

In answer, respondent admitted having notarized the Deed of Absolute Sale. But before affixing his notarial seal, he first ascertained the authenticity of the signatures, verified the identities of the signatories, and determined the voluntariness of its execution. Satisfied with all of the above, it was only then that he certified the document.

Curiously, on September 9, 1996, complainant had a complete turn-around and moved for the dismissal of his complaint. He alleged that the instant case is only a product of misunderstanding and misinterpretation of some facts and is now convinced that everything is in order.

The designated Investigating Commissioner of the Integrated Bar of the Philippines recommended the dismissal of the instant case. The Board of Governors of the Integrated Bar of the Philippines adopted the above recommendation and resolved to dismiss the instant case after finding no compelling reason to continue with the disbarment proceedings.

This Court cannot agree.

"Sec. 1 of Public Act No. 2103 provides:

(a) The acknowledgment shall be made before a notary public or an officer duly authorized by law of the country to take acknowledgment of instruments or documents in the place where the act is done. The notary public or the officer taking the acknowledgment shall certify that the person acknowledging the instrument or document is known to him and that he is the same person who executed it, and acknowledged that the

same is his free act and deed. The certificate shall be made under his official seal, if he is by law required to keep a seal, and if not, his certificate shall so state.”

It is thus clear from the foregoing that the party acknowledging must appear before the notary public or any person authorized to take acknowledgment of instruments or documents.^[4] Aside from being required to appear before the Notary Public, it is similarly incumbent upon the person acknowledging the instrument to declare before the same Notary Public that the execution of the instrument was done by him of his own free will.

In the Acknowledgment of the Deed of Sale, respondent certified: “BEFORE ME, this 24th day of March, 1993 at Dumaguete City, Philippines, personally appeared x x x Jesus Bonilla; x x x Leonardo Toledano; x x x.”^[5] Respondent claims that as a Notary Public, he asked the signatories whether the signatures appearing above their respective names were theirs, and whether they voluntarily executed the Deed of Absolute Sale. In order to ascertain their identities, respondent asked for their respective residence certificates.

Except for Edelina T. Bonilla whose alleged death was not evidenced by a death certificate, respondent certified in the acknowledgment that Jesus T. Bonilla and Leonardo P. Toledano personally appeared before him. Respondent’s acts require the presence of the vendors to be able to verify the authenticity of their signatures, the identities of the signatories and the voluntariness of the execution of the Deed. It defies imagination and belief how these could have happened. It would have been impossible, both physically and legally, for Jesus T. Bonilla and Leonardo P. Toledano to have personally subscribed and sworn before respondent as to the authenticity and validity of the Deed of Sale as they had already passed on to the Great Beyond prior to the execution of the said documents.

Yet, respondent certified to this effect. By affixing his notarial seal on the instrument, he converted the Deed of Absolute Sale, from being a private document into a public document. By certifying the Deed, respondent, in effect, proclaimed to the world (1) that all the parties therein personally appeared before him; (2) that they are all personally known to him; (3) that they were the same persons who executed the instruments; (4) that he inquired into the voluntariness of execution of the instrument; and (5) they acknowledged personally before him that they voluntarily and freely executed the same.

Notarization is not an empty, meaningless, routinary act. On the contrary, it is invested with substantial public interest, such that only those who are qualified or authorized may act as notaries public. Notarization of a private document converts the document into a public one making it admissible in court without further proof of its authenticity.^[6] A notarial document is by law entitled to full faith and credit upon its face and, for this reason, notaries public must observe with the utmost care the basic requirements in the performance of their duties. Otherwise, the confidence of the public in the integrity of this form of conveyance would be undermined.^[7]

As a lawyer commissioned to be a notary public, respondent is mandated to discharge his sacred duties which are dictated by public policy and, as such,