



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames

*Please take notice that the Court, Third Division, issued a Resolution dated **March 6, 2023**, which reads as follows:*

A.C. No. 13665 (formerly CBD Case No. 20-6241) – LOURDES D. AMOS,* REPRESENTING THE HEIRS OF MICHAEL AMOS, BENITA F. BAS-ILAN, MARK S. NABUS, FLOYD P. COSTINA AND MARCELINE MONTES, REPRESENTED BY RAMIL B. MONTES, Complainants, v. ATTY. EDGAR L. EDIONG, Respondent.

Complainants Lourdes D. Amos, representing the heirs of Michael Amos, Benita F. Bas-ilan, Mark S. Nabus, Floyd P. Costina and Marceline Montes, represented by Ramil B. Montes, (collectively, the **complainants**) claim that they are the owners of various parcels of land¹ located at Pico, La Trinidad, Benguet. They alleged that for a certain number of years, unscrupulous individuals have been peddling and selling portions of their properties without their knowledge and consent using falsified documents. According to the complainants, certain documents denominated as “Affidavit of Waiver by Virtue of Sale,” executed by spouses Narciso and Flordeliza Adarog (**Spouses Adarog**) and spouses Carlito and Linda Fajardan (**Spouses Fajardan**) pertaining to purported sales of parcels of land were prepared and notarized on various occasions by respondent Atty. Edgar L.² Ediong (**Ediong**) without requiring the sellers thereof to present any proof of ownership over the said land.³ Spouses Adarog and Spouses Fajardan’s alleged ownership of the parcels of land that they were selling emanated from Original Certificate of Title (**OCT**) Nos. P-879-A and P-889-A which were declared spurious.⁴

* Lourdes De Amos in some parts of the *rollo*.

¹ The said parcels of land were covered by Transfer Certificate of Title (**TCT**) No. 016-2017001057, owned by the Heirs of Michael Amos, see *rollo*, pp. 13-18; TCT No. 016-2015000499, owned by Benita Bas-Ilan, id. at 19-21; TCT No. 016-2012001815, owned by Mark Nabus, see pp. 22-24; TCT No. 016-2019000918, owned by Catalina P. Costina, id. at 25-28.

² Edgar Ling-O Ediong in some parts of the *rollo*,

³ *Rollo*, pp. 71-75.

⁴ *Id.* at 48-49. See Resolution (Notice), dated November 16, 2011; see Entry of Judgment, February 3, 2012.

The Facts

Based on the Certification⁵ of the Clerk of Court of La Trinidad, Benguet, dated April 2, 2018, the Affidavit of Waiver by Virtue of Sale,⁶ dated December 3, 2015, with Document No. 463, Page No. 93, Book 41, Series of 2015 (**Doc. No. 463**) and Affidavit of Waiver by Virtue of Sale,⁷ dated December 5, 2015, with Document No. 467, Page No. 94, Book 41, Series of 2015 (**Doc. No. 467**), were “not on file” with the said office. Likewise, in another Certification⁸ of the Clerk of Court of La Trinidad, Benguet, dated April 5, 2019, the Affidavit of Waiver by Virtue of Sale,⁹ dated December 3, 2015, with Document No. 471, Page 95, Book 41, Series of 2015 (**Doc. No. 471**), Affidavit of Waiver by Virtue of Sale,¹⁰ dated January 20, 2016, with Document No. 32, Page No. 7, Book 43, Series of 2016 (**Doc. No. 32**), and Affidavit of Waiver by Virtue of Sale,¹¹ dated April 29, 2016, with Document No. 88, Page No. 18, Book 45, Series of 2016 (**Doc. No. 88**), were also “not on file.”

On June 10, 2019, the complainants sought the suspension of Ediong and the imposition of the appropriate disciplinary action against him for malpractice for preparing and notarizing Document Nos. 463, 467, 471, 32, and 88. On January 28, 2020, the Integrated Bar of the Philippines-Commission on Bar Discipline (**IBP-CBD**) issued an Order¹² directing Ediong to file a Verified Answer. Ediong submitted his Answer¹³ on August 4, 2020.

On August 27, 2020, the IBP-CBD issued an Order¹⁴ for a mandatory conference to be conducted *via* videoconferencing in light of the pandemic with the directive to the parties to submit their respective email addresses and inform the said office whether they are technologically capable of participating in the mandatory conference through videoconferencing, or if the parties are willing to waive the conduct of a mandatory conference and to proceed instead with the submission of their respective position papers.

Thereafter, Ediong filed a Manifestation,¹⁵ dated October 14, 2020, providing his email address and stating that he is technologically capable of attending the mandatory conference *via* video conferencing. However, Ediong waived the mandatory conference and instead move to proceed with

⁵ *Id.* at 58.

⁶ *Id.* at 71.

⁷ *Id.* at 72.

⁸ *Id.* at 77.

⁹ *Id.* at 73.

¹⁰ *Id.* at 74.

¹¹ *Id.* at 75.

¹² *Id.* at 99. Penned by Director for Bar Discipline Randall C. Tabayoyong.

¹³ *Id.* at 117-120.

¹⁴ *Id.* at 113-114.

¹⁵ *Id.* at 138.

the submission of the position papers. Thus, the IBP-CBD issued an Order,¹⁶ dated March 10, 2021, directing the parties to submit their respective verified position papers within a non-extendible period of 15 days upon receipt of the said Order.

Ediong submitted his Position Paper,¹⁷ dated April 20, 2021. He admitted having prepared and notarized Document Nos. 463, 467, 471, 32, and 88. However, he insisted that those documents were mere oaths/jurat and the 2004 Rules on Notarial Practice¹⁸ (**Notarial Rules**) do not require the submission of duplicate copies of oaths and jurats. He likewise averred that he was not aware of the unlawful acts involving the properties of the complainants, and that the charges should instead be directed against those responsible for the unlawful acts complained of. Ultimately, Ediong prayed for the dismissal of the complaint for lack of cause of action and merit.

The Report and Recommendation of the IBP-CBD

In its Report and Recommendation,¹⁹ dated January 16, 2022, the IBP-CBD found that Ediong violated Rules 1.01, 1.02, Canon 1 of the Code of Professional Responsibility (**CPR**). According to the IBP-CBD, Ediong violated the CPR when he failed to exercise diligence, care, and faithfulness by not carefully examining the veracity of the seller's authority to sell to avoid being a tool for the commission of what could be characterized as illegal acts. He also failed to admonish the parties to the Affidavits of Waiver by Virtue of Sale to avoid the unscrupulous practice of selling and/or buying unsegregated or undivided lots to avoid possible legal conflicts or boundary disputes that will eventually require judicial intervention and unnecessarily clog court dockets.

According to the IBP-CBD, Ediong likewise violated Rule IV, Section 2(d) and (h) of the Notarial Rules for failing to appreciate the true nature of the documents denominated as Affidavit of Waiver by Virtue of Sale, that were essentially contracts and copies of which should have been retained by Ediong and submitted to the Clerk of Court of the Regional Trial Court of La Trinidad, Benguet. Accordingly, Ediong failed to require the parties to the Affidavit of Waiver by Virtue of Sale to submit competent proof of their identities, in violation of Rule IV, Section 2(b)(2) of the Notarial Rules. The Recommendation of the IBP-CBD reads:

For violating Canon 1, Rule 1.01 and 1.02 of the Code of Professional Responsibility and Rule IV, Section 2-b-2, and Rule VI, Sections 2 (d) and (h), of the 2004 Notarial Rules on Notarial Practice, it is most respectfully recommended that the respondent be meted the penalty of:

¹⁶ *Id.* at 142-143. Penned by Commissioner Abelardo P. De Jesus.

¹⁷ *Id.* at 144-148.

¹⁸ A.M. No. 02-08-13-SC. Approved on July 6, 2004.

¹⁹ *Rollo*, pp. 179-187. Penned by CBD Commissioner Atty. Jude A. Allaga.

1) SUSPENSION from the practice of law for at least six (6) months; 2) REVOCATION of his incumbent commission as a notary public if any and; 3) PROHIBITION from being commissioned as a notary public for one (1) year, effective immediately. He is likewise WARNED that repetition of the same offense or similar acts in the future shall be dealt with more severely.

Most respectfully recommended.²⁰

The Resolution of the IBP-Board of Governors

In a Notice of Resolution,²¹ dated May 21, 2022, the IBP-Board of Governors, in Resolution No. CBD-XXV-2022-05-20, modified the recommended penalty of the IBP-CBD. The dispositive portion of the said Notice of Resolution reads:

*RESOLVED, to MODIFY, as it is hereby MODIFIED, the Report and Recommendation of the Investigating Commissioner, and to recommend instead that Respondent Atty. Edgar L. Ediong be meted with the penalties of – 1) **SUSPENSION from the practice of law for Six (6) months**, 2) **Immediate Revocation of his Notarial Commission, if subsisting**, and 3) **Disqualification from being commissioned as a Notary Public for Two (2) Years, with WARNING that a repetition of the same or similar acts shall be dealt with more severely.***²² (Emphasis in the original.)

The Issue

Should Ediong be held administratively liable?

The Court's Ruling

In the exercise of its disciplinary powers, “the Court merely calls upon a member of the Bar to account for his [or her] actuations as an officer of the Court with the end in view of preserving the purity of the legal profession.”²³ The Court has the duty, when a complaint is made, to see to it that its own sworn officers shall be held to strict accounts for their behavior toward the court, their clients, and the public²⁴ and to ensure the proper and honest administration of justice by purging the profession of members who, by their misconduct, have proven themselves no longer worthy to be entrusted with the duties and responsibilities of an attorney.²⁵

²⁰ *Id.* at 188.

²¹ *Id.* at 177-178.

²² *Id.*

²³ *Suzuki v. Tiamson*, 508 Phil. 130, 142 (2005).

²⁴ *In re Montagne & Dominguez*, 3 Phil. 577, 589 (1904).

²⁵ *Rico v. Atty. Salutan*, 827 Phil. 1, 6-7 (2018).

*Ediong violated the Lawyer's Oath
and Rules 1.01 and 1.02 of the
CPR*

The Lawyer's Oath is not just a hollow and meaningless recital of words but a sacred promise to uphold one's duty as a lawyer and to perform it faithfully and truthfully. A lawyer, at all times, must impose upon himself or herself the highest standards and ideals as he or she is a representative of the legal profession in society.

As a lawyer, Ediong is expected to maintain at all times a high standard of legal proficiency, morality, honesty, integrity and fair dealing, and must perform his four-fold duty to society, the legal profession, the courts, and his clients, in accordance with the values and norms embodied in the CPR.²⁶ A lawyer has a sworn duty, in accordance with the Lawyer's Oath to "do no falsehood, nor consent to the doing of any in court" and to "conduct [oneself] as a lawyer according to the best of [his or her] knowledge and discretion, with all good fidelity as well to the courts as to [his or her] clients."

Likewise, Ediong violated Rules 1.01 and 1.02, Canon 1 of the CPR, which read:

CANON 1 — A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and legal processes.

RULE 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

RULE 1.02 – A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

The Court finds that Ediong failed to live up to his Lawyer's Oath and violated Rules 1.01 and 1.02, Canon 1 of the CPR when he prepared and notarized Document Nos. 463, 467, 471, 32, and 88. Based on Ediong's own admission in his Position Paper that he submitted to the IBP-CBD, all "[he] did was to prepare and notarized (*sic*) documents,"²⁷ without knowing the surrounding facts. However, based on record and contrary to Ediong's claim, the Court, in G.R. No. 196688, already issued a Notice of Resolution,²⁸ dated November 16, 2011, affirming the Resolution,²⁹ dated March 25, 2011, of the Court of Appeals (CA), in CA-G.R. CV No. 73778. The CA affirmed the Decision,³⁰ dated January 7, 2002, of the Regional Trial Court of La Trinidad, Benguet, Branch 10 (RTC) which held that OCT Nos. P-879-A and P-889-A

²⁶ *Molina v. Atty. Magat*, 687 Phil. 1, 5 (2012).

²⁷ *Rollo*, p. 162.

²⁸ *Id.* at 49.

²⁹ *Id.* at 48.

³⁰ *Id.* at 44-47. Penned by Judge Nelsonida T. Ulat-Marrero.

were “spurious or fake titles.”³¹ As culled from the records, Spouses Adarog and Spouses Fajardan’s supposed ownership over the parcel of land that they were selling emanated from OCT Nos. P-879-A and P-889-A.³² In fact, as early as April 5, 1993, the RTC already issued an Order directing that a copy of the same be kept with the spurious titles to serve as a memorandum to the public and innocent purchasers of its surrounding circumstances.

Accordingly, the uniform contents of the documents denominated as “Affidavit of Waiver by Virtue of Sale” executed by Spouses Adarog and Spouses Fajardan in favor of the buyers read:

1. That we are the vendee to the parcel of land covered by Assessment of Real Property No. 99-012-04081 still in the name of ELVIRA CABALES under DEED OF ABSOLUTE SALE dated January 18, 2009 x x x;
2. That our actual share in the said parcel of land covered by Assessment of Real Property No. 99-012-04081 still in the name of ELVIRA CABALES is THIRTEEN (13) HECTARES;
3. x x x [W]e hereby FULLY WAIVE, TRANSFER & CONVEY, our rights and interests whatsoever to a PORTION of our share of parcel of land under Assessment of Real Property No. 99-012-04081 x x x;³³

On its face, the Affidavit of Waiver by Virtue of Sale is already telling that Spouses Adarog and Spouses Fajardan were not the owners of the parcels of land that they were selling considering the Assessment of Real Property No. 99-012-0481³⁴ is registered under Elvira Cabales’ name. Spouses Adarog and Spouses Fajardan did not even present any document to prove their ownership nor provided any proof how they owned the land that they were about to “fully waive, transfer [and] convey.” Simply stated, on the face of the Affidavits of Waiver by Virtue of Sale, one cannot reasonably conclude that Spouses Adarog and Spouses Fajardan were the owners of the parcel of land they were selling considering that they have no proof of ownership thereof. Likewise, the portions that they were selling were not physically segregated or identified. Yet, despite all these circumstances, Ediong proceeded to prepare and notarize the said documents.

By merely denying personal knowledge of the surrounding facts and feigning ignorance, Ediong admitted that, contrary to his Lawyer’s Oath and his sworn duty as an officer of the Court, he failed to ascertain the identities of the parties and their undertaking of the nature of the documents they were signing as well as the voluntariness of their acts. The Court cannot overemphasize that the act of notarizing a document is a solemn duty of a lawyer³⁵ and is not just a mere mechanical act of signing and affixing of

³¹ *Id.* at 46.

³² *Id.* at 2-8.

³³ *Id.* at 71-75.

³⁴ *Id.* at 10. Based on the records of the Municipal Assessor, Assessment of Real Property No. 99-012-0481 is inexistent.

³⁵ *Muntuerto, Jr. v. Alberto*, A.C. No. 12289, April 2, 2019, 899 SCRA 458, 467.

notarial seal. Based on the foregoing, Ediong must, thus, be held liable for violating the CPR and for not living up to his Oath as well as for violating the Notarial Rules.

Ediong violated Rule VI, Section 2(d) and (h) of the Notarial Rules

To emphasize, the conferment of a notarial commission embodies the correlative duty of lawyers to observe the basic requirements in the performance of their notarial duties with utmost care to avoid the erosion of the public's confidence in the integrity of a notarized document.³⁶ The Court has consistently held that notarization is an act invested with substantive public interest, as it results to the conversion of a private document into a public instrument, thereby making it admissible in evidence without further proof of its authenticity. By law, a notarized document is entitled to full faith and credit.³⁷ In *Heirs of Torrices v. Galano*,³⁸ the Court held that notaries public must dutifully abide by the Lawyer's Oath and the CPR and must avoid committing falsehoods or consent to the doing of any. They have the duty to stand as vanguards against any illegal and immoral arrangements in the execution of documents as notarization is not an empty, meaningless, routinary act, but one that is invested with substantive public interest.

The Court in *Panganiban v. Borromeo*³⁹ likewise held that notaries public must inform themselves of the facts to which they intend to certify and to take no part in illegal transactions. They must guard against any illegal or immoral arrangements.

In the present case, Ediong proceeded to prepare and notarize Document Nos. 463, 467, 471, 32, and 88 and affixed his notarial seal on them, thereby certifying them as duly executed, and converting them into public documents even without the required proof of identities of the parties therein. Based on record, in Document No. 32,⁴⁰ Ediong failed to require Narciso Adarog and Carlito Fajardan to sign the document. Ediong also failed to require the buyers in Document Nos. 463, 467, 471, and 32, to submit competent proof of their identities, as required under Section 2(b)(2), Rule IV of the Notarial Rules, which states:

RULE IV

SEC. 2. Prohibitions. –

³⁶ *Heirs of Torrices v. Galano*, A.C. No. 11870, July 7, 2020.

³⁷ *Id.*

³⁸ *Id.*

³⁹ 58 Phil. 367 (1933).

⁴⁰ *Rollo*, p. 74.

x x x x

(b) A person shall not perform a notarial act if the person involved as signatory to the instrument or document –

x x x x

(2) is not personally known to the notary public or otherwise identified by the notary public through competent evidence of identity as defined by these Rules.

The Court also agrees with the findings of the IBP-CBD that contrary to Ediong's argument that the documents denominated as Affidavits of Waiver by Virtue of Sale that he prepared and notarized are mere oaths and/or jurats, those documents were actually contracts considering that all the elements of a valid contract are present.⁴¹

Thus, for failing to submit duplicate copies of the said documents together with his notarial report to the Clerk of Court of the RTC La Trinidad, Benguet, Ediong violated Rule VI, Section 2(h)⁴² of the Notarial Rules as well.

There is substantial evidence to prove the culpability Ediong

The quantum of proof necessary for a finding of guilt in disciplinary proceedings is substantial evidence, or that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.⁴³

In the present case, there is substantial evidence to prove that Ediong committed several infranctions when: (1) he prepared and notarized Document Nos. 463, 467, 471, 32, and 88 despite his claim that he was not aware of the surrounding facts of the said documents; (2) he failed to require Narciso Adarog and Carlito Fajardan to sign Document No. 32; (3) he failed to require the buyers in Document Nos. 463, 467, 471, and 32, to submit competent proof of their identities, as required under the Rule IV, Section 2(b)(2) of the Notarial Rules; and (4) he failed to submit duplicate copies of the said documents together with his notarial report to the Clerk of Court of the RTC La Trinidad, Benguet, in violation of Rule VI, Section 2(h) of the Notarial Rules as well.

⁴¹ *Id.* at 181-182.

⁴² Rule VI, Sec. 2(h) provides:

(h) A certified copy of each month's entries and a duplicate original copy of any instrument acknowledged before the notary public shall, within the first ten (10) days of the month following, be forwarded to the Clerk of Court and shall be under the responsibility of such officer. If there is no entry to certify for the month, the notary shall forward a statement to this effect in lieu of certified copies herein required.

⁴³ *Vantage Lighting Philippines, Inc. v. Diño, Jr.*, A.C. Nos. 7389 & 10596, July 2, 2019, 907 SCRA 155, 180, citing *Cabas v. Sususco*, 787 Phil. 167, 174 (2016), as cited in *Reyes v. Nieva*, 794 Phil. 360, 379 (2016).

Patently, the totality of circumstances proves the culpability of Ediong.

Ediong should suffer the penalty of suspension from the practice of law for six months, revocation of his notarial commission, and prohibition from being commissioned as a notary public for two years

Ediong has clearly violated his Lawyer's Oath and the Notarial Rules and failed to live up to the norms and values embodied in the CPR. Thus, the Court finds the imposition of the penalty of suspension from the practice of law and revocation of his Notarial Commission against him consistent with the prevailing jurisprudence.

In *Ong v. Bijis*,⁴⁴ the Court enunciated that a lawyer commissioned as a notary public who fails to discharge his or her duties as such must be penalized with revocation of his or her notarial commission and disqualification from being commissioned as a notary public for a period of two years. In addition, he or she may also be suspended from the practice of law for a period of six months for notarizing a document without the appearance of the parties.

Likewise, in *Ladrera v. Osorio*,⁴⁵ the Court imposed the penalty of suspension from the practice of law for six months and revocation and prohibition from being commissioned as notary public for two years against a lawyer who violated his Lawyer's Oath, Rule 1.01, Canon 1 of the CPR, and the Notarial Rules.

In *Malvar v. Atty. Baleros*,⁴⁶ the respondent lawyer was meted the penalty of suspension from the practice of law for six months and revocation with disqualification from reappointment as notary public for two years for violation of the Notarial Rules, the CPR, and the Lawyer's Oath.

Thus, the Court finds that the imposition of six months suspension from the practice of law and revocation of notarial commission and prohibition from being commissioned for two years against Ediong is proper considering the surrounding facts of the present case.

WHEREFORE, the Court **ADOPTS** and **APPROVES** the Resolution No. CBD-XXV-2022-05-20, dated May 21, 2022, of the Integrated Bar of the Philippines–Board of Governors, finding Atty. Edgar L. Ediong guilty of the

⁴⁴ A.C. No. 13054 (formerly CBD Case No. 07-2039), November 23, 2021.

⁴⁵ A.C. No. 10315 (formerly CBD Case No. 15-4553), January 22, 2020.

⁴⁶ 807 Phil. 16, 30 (2017).

charges and imposing on him the penalty of suspension for six (6) months from the practice of law, and the immediate revocation of his Notarial Commission with prohibition from being commissioned as Notary Public for two (2) years, with a warning that any repetition by him of the same or similar acts will be dealt with more severely

Let a copy of this Resolution be entered in the personal records of Atty. Edgar L. Ediong as a member of the Philippine Bar, and copies furnished to the Office of the Bar Confidant, the Integrated Bar of the Philippines, and the Office of the Court Administrator for proper dissemination to all courts in the country.

This Resolution takes effect immediately. Atty. Edgar L. Ediong is required to submit to the Office of the Bar Confidant a manifestation of the exact date when he shall have received this Resolution, within five (5) days from notice.

SO ORDERED.

By authority of the Court:

Mis+DC-Batt
MISAEAL DOMINGO C. BATTUNG III
Division Clerk of Court *17723*

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