

MALACAÑANG  
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER NO. 143

SUSPENDING MR. MANUEL DEAÑO FROM OFFICE AS MUNICIPAL JUDGE OF  
KAUSWAGAN, LANAOC DEL NORTE.

This is an administrative case filed by Sulpicio Damalerio against Municipal Judge Manuel Deaño of Kauswagan, Lanao del Norte, for neglect of duty in solemnizing the marriage of complainant's daughter, it being alleged that respondent failed to deliver a copy of the marriage contract to the contracting parties and to the local civil registrar.

Respondent admits that he solemnized the marriage of complainant's daughter, Rosalina, on March 6, 1959, but denies having failed to deliver a copy of the marriage contract to the contracting parties and to the local civil registrar. At the formal investigation conducted by the District Judge, Rosalina and her husband, Placido Villarín, testified that, after the solemnization of their marriage, they were not given a copy of the marriage contract because, according to respondent, it was not sealed, as he did not have the key to the aparador where the dry seal was kept. Rosalina and her husband also declared that they had not so far received their copy of the marriage contract. Complainant's witness, Melecio L. Cadayona, the assistant municipal treasurer of Kauswagan, stated that he received a copy of the marriage contract on February 10, 1960, only, on which date the corresponding entry was made in the marriage registry.

In his defense respondent testified that after solemnizing the marriage he furnished a copy of the marriage contract to the parties and another copy to the office of the municipal treasurer. Respondent's clerk also declared that after the marriage had been solemnized, he gave the original of the marriage contract to the husband and two copies to Ramon Lim, the employee of the local civil registrar charged with keeping the registry, who was present during the marriage rites.

Respondent, however, in his cross-examination of Placido and Rosalina Villarín did not contest their version of how they failed to receive a copy of the marriage contract. Such conduct of respondent tends to bear out the truth of their testimony.

At the same time, if, as testified to by respondent's witnesses, copies of the marriage contract were delivered to Ramon Lim, the employee in charge of the registry, there would seem to be no reason why he would not then have made the corresponding entry in the registry, considering especially that he is complainant's son-in-law, as stated by respondent in his cross-examination of Melecio Cadayona, the assistant municipal treasurer.

The evidence thus clearly shows that, as charged, respondent failed to furnish a copy of the marriage contract to the contracting parties or to send another copy to the local civil registrar not later than fifteen days after the marriage, as required by Article 68 of the New Civil Code (Rep. Act No. 386). Respondent's failure to furnish a copy of the marriage contract to either Rosalina or Placido Villarín can not be justified by the fact that the documents had not been impressed with his dry seal. As provided by Section 80 of the Judiciary Act (Rep. Act No. 296), "the use of a seal of office shall not be necessary to the authentication of any paper, document or record signed by a municipal judge or emanating from his office except when he acts as notary public ex-officio."

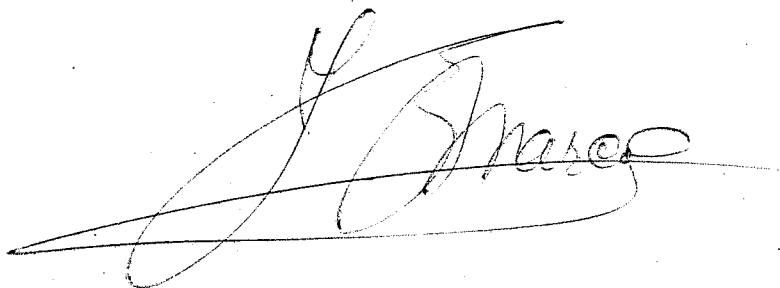
As shown also by the evidence, a copy of the marriage contract was received by the office of the local civil registrar only on February 10, 1960, after the complaint had been referred to the District Judge and almost a year after the solemnization of the marriage. In the words of investigating Judge Hernando Pineda, this delay "was an oversight on the part of the respondent, but none the less, it amounted to negligence in the performance of his duties. This could have been avoided with a little more dedication."

In view of the respondent's proven neglect of duty, I believe that the investigating Judge was unduly lenient in recommending that respondent be merely "admonished to give more dedication to the office he is holding and to be more careful in the discharge of his administrative duties." The duties neglected by respondent being clearly specified by law, his negligence cannot be excused merely because it did not affect the validity of the marriage. To overlook respondent's omissions would be inconsistent with the importance of his office. On the contrary, his responsibility should be commensurate with the devotion to duty expected of him.

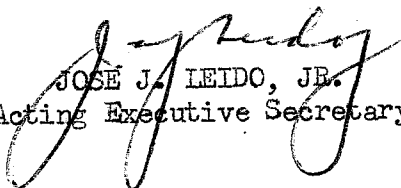
Wherefore, and upon recommendation of the Secretary of Justice, Mr. Manuel Deaño is hereby suspended from office as Municipal Judge of Kauswagan, Lanao del Norte, for one (1) month

without pay, effective upon receipt of a copy of this order.  
He is further warned that a repetition of a similar irregularity  
will be dealt with more drastically.

Done in the City of Manila, this 12th day of October ,  
in the year of Our Lord, nineteen hundred and sixty-eight.

A large, stylized handwritten signature in black ink, likely belonging to the President mentioned in the text below.

By the President:

A handwritten signature in black ink, appearing to read 'Jose J. Leido, Jr.', written over the typed name.

JOSE J. LEIDO, JR.  
Acting Executive Secretary