

[ADMINISTRATIVE ORDER NO. 102, January 08, 1968]

REPRIMANDING AND WARNING FOR MR. AURELIO LOPEZ, CITY ENGINEER OF ILOILO

This is an administrative case against Mr. Aurelio Lopez, City Engineer of Iloilo, filed motu proprio by the Bureau of Public Highways (BPH), charging him with gross violation of regulations and negligence on five (5) counts. Of the five, the then Acting Commissioner of Public Highways and the former Undersecretary of Public Works and Communications found respondent guilty only of the second and fourth counts, to wit:

(a) Violation of the Rule V-B-13 of Bureau of Public Highways (BPH) Memorandum Circular No. 40 dated May 18, 1959, and Section 2048 of the Revised Administrative Code, as amended, by purchasing six (6) concrete carts without the prior approval of the Commissioner of Public Highways or the Secretary of Public Works and Communications; and

(b) Violation of BPH Revised Administrative Order dated September 22, 1954, by releasing on lease one road grader without a written contract of lease and failing to require payment of rentals thereon.

The record shows that respondent failed to secure the prior approval of the Commissioner of Public Highways and the Secretary of Public Works and Communications in the acquisition of six (6) concrete carts at a cost of P3,300 (Exh. D). Respondent claims that the purchase in question was on an emergency basis and that further delay in completing the project on which the carts in question were badly needed might cause accidents. The defense is untenable, because the emergency referred to was not sufficiently proven and fear of accidents, which was merely anticipatory, is not sufficient cause for making emergency purchases. Respondent's other defense that he was ignorant of the aforesaid law and regulations deserves scant consideration, since it is elementary that ignorance of the law excuses no one.

It is also substantiated by the records that respondent rented out a road grader to a private contract, BORMAHECO CO. INC., in violation of BPH Revised Administrative Order dated September 22, 1954. Respondent claims that he was forced to dispense with the execution of the contract of lease because of the impending danger to life and property, that the use thereof was for a short duration only and in view of the urgent representations by the Civil Aeronautics Administration to expedite the lease of said equipment. The defense cannot be given much weight because of the existence of the order expressly requiring the execution of contracts of lease.

Although there is no question that respondent is guilty as charged, no material damage or loss was suffered by the government, it appearing that the contractor