

**[ ADMINISTRATIVE ORDER NO. 43, August 23, 1947 ]**

**EXONERATING MAYOR VICENTE DEL ROSARIO OF THE CITY OF CEBU FROM ADMINISTRATIVE CHARGES.**

This is an administrative case against Mayor Vicente del Rosario of the City of Cebu on the following charges:

- (1) That respondent illegally collected from June 25, 1946 to September 30, 1946, house allowance at the rate of P100.00 a month;
- (2) That he loaned P650.00 to the Cebu Retailers' Cooperative, Inc., with the interest at 10% per month;
- (3) That he granted a permit to hold cockfighting during days other than Sundays and holidays;
- (4) That he connived with his driver, Baltazar Reyes, in treacherously and maliciously assaulting Assistant City Engineer Arvisu;
- (5) That he employed Detective Inspector Jose Sanchez who was alleged to be a well-known pimp and whom he allegedly used in collecting bribes;
- (6) That he summarily dismissed the City Government without previous investigation;
- (7) That during his incumbency he entered into contract of partnership with other parties to deal in lumber, in which agreement he agreed to act as sales manager of the association for the province of Cebu and for the City of Cebu;
- (8) That he stated falsely and maliciously that the copra ordinance vetoed by him had been tampered with by the Municipal Board;
- (9) That he slandered unjustly and maliciously the President of the Municipal Board in accusing the latter in a letter to Senator Sotto of having enriched himself unlawfully in the discharge of his office;
- (10) That he instructed a member of the Police Department to manhandle detainees in the course of investigation conducted; and
- (11) That he is of violent character and is not on good terms with all the Department Heads of the City of Cebu.

These charges were investigated by a Committee specially constituted by me and composed of Assistant Solicitor General Carmelino G. Alvendia, as Chairman, and

First Assistant City Fiscal Agustin P. Montesa of Manila and Chief Supervising Auditor Severo de Undria of the General Auditing Office, as members. After hearings conducted in the City of Cebu at which witnesses testified for and against the respondent, the Committee recommended his exoneration.

### **CHARGE I**

The respondent explained and the Committee found that the house in which he was then living belonged exclusively to his mother, and that even if the house where respondent lived belonged to him, he would still be entitled to said allowance in accordance with Opinion No. 35, series of 1939, of the Secretary of Justice, citing the case of Regalado vs. Yulo, 33 O.G. 925.

### **CHARGE II**

At the instance of Mr. Alfredo Cruz, President of the Cebu Retailers' Cooperative, Inc., the respondent had agreed to advance the sum of P650.00 for the use of said corporation for an indefinite period not exceeding one year, with the understanding that the respondent would be given a "benefit" for the use of his money, although he did not even know in what the benefit consisted. Even if the P65.00 received by the respondent were considered an interest on the principal of P650.00 delivered by respondent, the same would not be usurious because the P650.00 having been delivered for repayment within one year, the fact that it was paid after one or three months with full interest for one year does not constitute usury, as the Usury Law even allows a creditor to collect interest in advance for a period not exceeding one year, and if the debtor pays the obligation within a shorter period, he is not entitled to a rebate on the interest.

### **CHARGE III**

The only evidence presented in support of this charge is the testimony of the Chief of Police who alleges that, although he did not actually see that there was a cockfight, he saw people gathered in the cockpit one day which was not Sunday or holiday. He claims to have been informed by Mr. Cepeda, President of the Association which operated the cockpit, that the latter had a verbal permit from the respondent. However, he admits that he made no further investigation on the matter and that he did not even ask the Mayor about the alleged verbal permit.

### **CHARGE IV**

In connection with this charge, there was evidence that in the course of a discussion between the respondent and Assistant City Engineer Arvisu, and when the discussion was developing into a quarrel, the respondent's driver, who was waiting in his jeep outside the restaurant where the incident took place, entered the discussions and assaulted Arvisu. According to Mr. Morelos, an eye witness to the incident and one of the witnesses for the complainant, there was no preconceived plan between the respondent and his driver to fight Arvisu. It is clear, therefore, that the respondent cannot be blamed for the physical injuries inflicted by his driver.

### **CHARGE V**

The respondent admits having appointed Jose Sanchez but claims that the