

[G.R. No. 1537. April 08, 1905]

THE UNITED STATES, COMPLAINANT AND APPELLEE, VS. GERONIMO MILLA ET AL., DEFENDANTS AND APPELLANTS.

D E C I S I O N

WILLARD, J.:

In the principal document, with the falsification of which the defendants were charged, it was recited that the defendant Geronimo Milla stated that he was owner of the lands therein described and it was further recited that the complaining witness, Victoriano Barcena, and the four other complaining witnesses, ceded to the defendant Geronimo Milla an undivided half of the said lands. That these complaining witnesses actually signed this document is undisputed. They so testified themselves. By such signatures they gave their consent to the contract and to the terms thereof, as stated in the said instrument.

It is claimed by them, however, that their consent to the contract was obtained by intimidation on the part of the defendant Juan Cardona, in which the defendant Geronimo Milla participated, and of which the other defendants Agustin Ramos and Manuel Navarro had knowledge at the time. The defendant Agustin Ramos was at the time the municipal president and Manuel Navarro the municipal secretary of the pueblo of Gerona, in the Province of Tarlac, and they signed the contract in their official capacity, the said Ramos claiming to exercise the functions of a notary public. The complaint charges all the defendants with the falsification of a public document, in the particular that they made in the contract in question a false statement of the facts (Art. 300, par. 4, Penal Code). But in view of the fact that the parties to the contract gave their consent to the document, we do not

see how there could have been any false statement of the facts contained therein, at least such a false statement as would subject the parties to the contract to the penalties contained in article 300 of the Penal Code. It is claimed by the Government that, because their consent to this contract was obtained by intimidation, the effect is the same as if no consent had ever been given and the entire document had been simulated. We can not agree with this contention. The document was not a simulated or a false document, but was a genuine one, bearing the genuine signatures of the parties to it. The fact that one's consent to a contract may be obtained by mistake, violence, intimidation, or fraud does not make the contract a false contract. The rights of a party whose consent has thus been obtained are denuded in articles 1265, 1300 et seq., of the Civil Code. Whatever other crime these defendants, and especially Cardona, may have been guilty of, they were not, we think, guilty of the crime of falsification, either of a public or private document. The other documents with the falsification of which the defendants are charged but state the result of the principal document, and if the latter is not falsified the former can not be. The defendant Cardona having died pending the appeal, the cause is dismissed as to him. As to the other defendants, the judgment of the court below is reversed and they are acquitted, with the costs of this instance *de oficio*.

Arellano, C. J., Mapa, and Johnson, JJ., concur.
Carson, J., reserves his opinion.

DISSENTING

TORRES, J.:

From the evidence adduced in the case the following facts appear perfectly proven: That some days previous to March 6, 1901, the individuals Victoriano Barcena, Domingo Celestino, Tiburcio Taberna, Simeon Manuel, and Bonifacio Tabago, all residents of the barrio of Sulipa, town of Gerona, were summoned by the police pursuant to an order written and issued by Agustin Eamos, municipal president of

Gerona, to appear at the municipal building with the titles to their property held by them, respectively, in that town. That on doing so on March 6 they were held in the president's office until the afternoon of that day, when they were told to come back the next day, the 7th, and were allowed to leave the municipal building. That on returning the next day they found there, among others, these four defendants, and having exhibited their titles of property mentioned, Juan Cardona, who was then provincial secretary, took the documents exhibited (to be seen on pages 5 to 29 of the record) under the pretext that they had to be registered in the new registry for the reason that the old registry had been burned and also for the reason of the change of sovereignty of these Islands, and caused the secretary, Manuel Navarro, to write a note at the bottom of each of the aforesaid titles (to be seen on the reverse of pages 7, 10, 16, 22, and 29). In these notes it is stated that each one of the aforesaid, Barcena, Celestino, Taberna, Manuel, and Tabago, transferred a part of the land to which the documents related to the defendant Geronimo Milla, there appearing underneath the note the names of Agustin Ramos and Manuel Navarro and sealed with the municipal seal. On the same day, March 7, 1901, the document to be seen at page 38 of the record, marked Exhibit 2, was likewise issued, in which document, among other things, it appears that the aforesaid Domingo Celestino, Victoriano Barcena, Bonifacio Tabago, Tiburcio Taberna, and Simeon Manuel, for the reasons therein stated, offered to the party of the first part, Geronimo Milla, one-half of the land which they respectively held, setting forth the dimensions of each part ceded. In document No. 2 the seal of the municipality is to be seen and the names of Agustin Ramos, Geronimo Milla, Manuel Navarro, and of three of the injured parties themselves, except Barcena and Manuel, who did not know how to sign, and Ariston Flores and Marcos Valeti signed for them; under their names appears the name of Flores, but the name of Marcos Valeti does not appear; that of Marcos Facun does.

In the document to be seen at page 41, Exhibit 3, it appears that at 10 o'clock on the morning of March 8, 1901, the municipal president, Ramos, with his secretary, Navarro, and the provincial secretary, Juan Cardona, together with several deputies, some neighbors, the interested

party, Milla, and the five injured parties met at Asaan, barrio of Sulipa, Gerona, and there, after having staked off the parcels of lands which the injured parties, Barcena, Celestino, Taberna, Manuel, and Tabago, owned and one-half of which they ceded in favor of Geronimo Milla, it being the southern portion, the cession was recorded and for this reason the document on which appears the seal of the president, together with the signatures of Agustin Ramos, Geronimo Milla, Juan Cardona, Manuel Navarro, and the witnesses present, 'was extended; alongside of the entry of this document there appears a note (which note appears at page 43 of the record) wherein it is stated that Geronimo Milla ceded to Cristina Tubay, the concubine of Cardona, part of the land in question, stating the location, area, and limits of the same, and also bearing the seal of the municipality and the signatures of Agustin Ramos, Geronimo Milla, and Manuel Navarro.

The injured parties affirm to have signed these documents without knowing the contents thereof, and without their having been interpreted to them and that they did so because of the threats and intimidation employed by Juan Cardona, of whom they were afraid, because, as it appears proven, the latter had been in the habit of torturing and maltreating many people by, among other means, the water cure. The injured parties complained afterwards to the governor of the province of the criminal and iniquitous deprivation done them, for which reason said functionary, to help them, ordered that the possession of the lands taken from them be restored to them. All this appears proven at the trial.

Record was made of the cession on each one of the documents or title of property of the injured parties. In document Exhibit 3 in which the cession is made by the injured parties in favor of Geronimo Milla of a part of their lands, by virtue of an agreement which is alleged to have been made between the latter and the former which was made in the legal form, the crime of falsification of public documents was committed through the successive acts. This crime is provided for in article 301 of the Penal Code, together with article 300 of the same Code. It was a fraud, since the truth was not stated in the notes when they were extended and in said document of transfer and in the minutes of the act

of transfer and in the narration of the facts. Indeed, five deeds of transfer of the property and possession of a certain part of certain lands were simulated with the appearance of having been made freely and voluntarily by the owners thereof in favor of Geronimo Milla, with whom, as it is stated, the grantors had agreed, all of which was false, and the injured parties, as soon as they were able, resorted to the governor of the province, protesting and asking help against the iniquitous act of which they were the victims, riot going before the judge of the Court of First Instance, because at that time no Court of First Instance had been established in Tarlac.

It is true that the owners of the land signed the deed of transfer and the minutes of the delivery of possession aforesaid and their signatures might imply their consent to the same, but it is none the less true that they signed those documents through the intimidation exercised on them by Juan Cardona, the provincial secretary, who had at that time all through the provinces the reputation of being a cruel man, given to the abuse of his position of former *gobernadorcillo*, and of his influence and official position of provincial secretary which he held, as appears fully proven in the case. It is, then, an agreement by which the principals therein sought to simulate a contract of transfer, not only null and void in itself, but a document which has never had any legal existence for the reason that a false object and a false consent, extorted by means of intimidation were had. In law it can not be contended that such a simulation or pretended contract could have any legal existence; it would endanger property, society, order, and government, and the law has expressly provided that such criminal acts shall fall within its criminal provisions. It is, however, necessary not to confuse a fictitious contract which may be annulled, with one which is feigned or pretended and in which an agreement is alleged to have been made, without there having existed therein the free and voluntary consent necessary to make the contract. (Arts. 1261, 1265, 1268, and 1300 of the Civil Code.)

In the present case there was no agreement of cession; on the contrary, it was feigned in order to transfer part of the land belonging to the five injured parties in favor of Geronimo Milla, and

to this end false documents were made wherein the truth was misrepresented as regards the narration of the facts, since such contract of cession never existed and, in fact, without any reason or motive present to explain this act, it can not be conceived how five individuals who were in peaceful possession of their lands, with legal titles registered in the registry of property, should cede a part of them gratuitously to a third party who has not shown any right to the property; and such third party, for the purpose of giving the appearance of legality to this iniquitous deprivation realized, obliged the injured parties through intimidation to sign the document of false transfer, as well as the minutes of the possession granted to the donee of the land, which constitutes the proof of the falsity committed, stamping in the documents drawn the seals of the municipality and affixing the signatures of the president and secretary of the same to give them legal form and in such manner as to readily invite faith in the authenticity of the aforesaid documents.

He who misrepresents the truth in one of the ways stated in article 300 of the Penal Code commits the crime of falsification. (Judgments of the Supreme Court of Spain, rendered February 8, 1879, June 9, 1880, and June 10, 1884.) The liability of the defendants Geronimo Milla, Agustin Ramos, and Manuel Navarro is manifest and undeniable. At the instance of the first named and for his benefit the false documents were extended, as well as the notes which falsely expressed the cession, which for the purpose of giving the appearance of legality, the latter two, Agustin Ramos and Manuel Navarro, executed in the capacity of municipal president and secretary, and affixing the seal of the municipality of Gerona. It is true that these officials have no notarial capacity, but it is none the less true that even as private individuals they drew up the simulated documents in such form that by their appearance they led one to believe, and especially the ignorant common people, at first sight that they were authentic and legal documents of a public character, purporting to be a transfer of property.

There is no mitigating or aggravating circumstance existing in the commission of the crime and the defendants have incurred the minimum

degree of the penalty of *presidio mayor* and a fine as provided for in article 301 of the Penal Code. It must be stated that Juan Cardona, one of the defendants, died in prison during the pendency of this case.

For the reasons above stated, I am of the opinion that the judgment appealed from should be affirmed, it being understood that Geronimo Milla, Manuel Navarro and Agustin Ramos are sentenced to the penalty of eight years and one day of *presidio mayor*, to pay a fine of 5,000 pesetas each, to the accessories provided for in article 57 of the Code, and each to pay one-third of the costs in both instances.

As regards Juan Cardona, the case is dismissed with the balance of the costs *de oficio*.
