

DOMINGO R. MARCELO, PETITIONER, VS. ATTY. ADRIANO S. JAVIER, SR., RESPONDENT.

A.C. No. 3248. September 18, 1992

Ponente: REGALADO, J.

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REGALADO, J.:

In a verified letter-complaint[1] dated May 19, 1988, complainant Domingo R. Marcelo charges respondent Atty. Adriano S. Javier, Sr. with conduct unbecoming of a lawyer in connection with a transaction over complainant's residential lot as security for a loan. Pursuant to Rule 139-B of the Rules of Court and the resolution of the Court en banc of April 12, 1988, the present administrative case was referred to the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline for investigation, report and recommendation.

The said letter-complaint, along with complainant's affidavit[2] required in the order dated April 5, 1989 of the said IBP commission, set forth complainant's material allegations on his plaint. It appears that on November 13, 1984, complainant mortgaged his unregistered land consisting of 1,045 square meters located at Cambaog, Bustos, Bulacan to mortgagee Sy Hun Tek as security for a loan in the alleged amount of P80,000.00 payable on November 15, 1985 with legal interest, with the deed of mortgage having been prepared and notarized by respondent as the family lawyer of the mortgagee.

Of the alleged amount of the loan, complainant only received P50,000.00 from which was deducted P2,500.00 as first installment on the loan for the month of December, 1984, and a further amount of P5,000.00 was taken by respondent for the titling of said property under Act No. 496. In effect, complainant only received the actual amount of P42,500.00.

As of the filing of the instant administrative case, respondent had not yet caused the mortgaged property to be duly titled. Complainant was not given a copy of the mortgage deed, much less the chance to read the same, and he learned of the contents of said deed only when he secured a certified true xerox copy thereof from the Records Management and Archives Office in Manila.

Upon complainant's default on two months' installments on the loan, respondent went to the house of complainant at a time when the latter was sick and asked him to sign some papers which respondent told complainant were merely to confirm the latter's obligation to Sy Hun Tek. Relying thereon and because of his confidence in respondent, complainant signed the papers without being given copies thereof.

A few weeks thereafter, complainant learned that the mortgaged property had been foreclosed and sold to one Enrico Perez, a resident of the place where the land is situated. There was no public auction nor the posting of appropriate notices thereof as prescribed by law. Moreover, the sale of the mortgaged property by Sy Hun Tek to Perez was within the redemption period.

Complainant, with the assistance of his present counsel, wrote to Enrico Perez indicating his desire to redeem the property but the letter was never answered. He likewise approached respondent to solicit the latter's help to

redeem said property but respondent refused to extend any help and told complainant not to worry because his obligation to Sy Hun Tek had already been settled thereby.

The pertinent portions of the mortgage contract[3] adverted to above further provide as follows:

"x x x, the MORTGAGOR hereby by these presents, cede(s), assign(s) and transfer(s) all his rights, interests, and participation, by way of 'FIRST MORTGAGE', unto herein MORTGAGEE, his heirs, assigns and successors-in-interests (sic), the above-described parcel of land subject to the following terms and conditions, to wit:

1. That the MORTGAGOR shall pay in full the loan obligation on or before November 15, 1985, with the legal rate of interest;

2. That MORTGAGOR shall caused (sic) to be paid the loan of P80,000.00 by way of installments in accordance with the following schedule, to wit:

1st

December 15, 1984

...

P 2,500.00

2nd

January 15, 1985

...

2,500.00

3rd

February 15, 1985

...

2,500.00

12,500.00

4th

March 15, 1985

...

2,500.00

5th

April 15, 1985

...

2,500.00

6th

May 15, 1985

...

2,500.00

12,500.00

7th

June 15, 1985

...

2,500.00

8th

July 15, 1985

...

2,500.00

9th

August 15, 1985

...

2,500.00

12,500.00

10th

September 15, 1985

..

2,500.00

11th

October 15, 1985

..

2,500.00

12th

November 15, 1985

..

2,500.00

12,500.00

P80,000.00

Plus the expenses for the
issuance of title

5,000.00

TOTAL

....

P85,000.00

x x x

"3. That provided, however, that if I, DOMINGO R. MARCELO, MORTGAGOR, shall pay or cause to be paid to the said SY HUN TEK, MORTGAGEE, his heirs or assigns, the said sum of EIGHTY THOUSAND PESOS (P80,000.00), within the period of ONE (1) year from and after the execution of this mortgage, together with the legal rate of interest, then this MORTGAGE shall be discharged and of no effect; (o)therwise, I hereby agree that the said MORTGA-GEE, may enforce his rights herein without judicial proceedings by causing the above-described property to be sold at Provincial Capitol after giving notice of sale for 20 days posted in at least three public places of the Municipality of Bustos, Bulacan, said sale to take place on a business day between 9:00 a.m. and 4:00 p.m. at the municipal building at said municipality, under the direction of a notary public of said municipality, the justice or auxiliary justice of the peace of the municipality, or the provincial sheriff, in accordance with Act No. 3135, as amended by Act No. 4118;"

x x x

For his part and in compliance with the order dated August 15, 1988[4] of the IBP Commission on Bar Discipline, respondent filed his verified answer[5] specifically denying that he was the one who prepared the deed of real estate mortgage, contending that the same was merely acknowledged before him by the parties thereto. He alleged that under the mortgage deed, complainant was under obligation to pay P80,000.00 plus P5,000.00 for titling of the subject property upon maturity, but despite receipt of said amount in cash from the mortgagee through the latter's brother, Sy Hun Kiong, as evidenced by cash vouchers dated November 12, 1984,[6] complainant did not pay the sum of P5,000.00 and the costs of documentation and notarization of the mortgage deed. Respondent took two (2) copies thereof, one for himself and another for the Clerk of Court, while the rest of the copies were given to complainant and Sy Hun Tek.

Complainant having thereafter defaulted in his install-ment payments, he approached Sy Hun Kiong, brother of the mortgagee, offering to sell his mortgaged property in payment of the loan obligation and, together, they sought respondent's legal advice on the effects of a dation in payment. After a week, or on August 26, 1985, Sy Hun Kiong, Sy Hun Tek and complainant returned to respondent's law office and requested respondent to prepare the dation in payment which, inter alia, provided as follows:

"x x x the VENDOR MORTGAGOR hereby by these presents, waives, cedes, and assigns, all his rights, interest and participation (i)n the above?described property by way of DACION EN PACO (DATION IN PAYMENT), unto herein VENDEE-MORTGAGEE, his heirs, assigns and successors-in-interests (sic) subject to the following terms and conditions to wit:

1. That upon the signing of this agreement the VENDOR-MORTGAGOR shall be free and release(d) of all his existing obligation to the VENDEE-MORTGAGEE in the amount of P80,000.00 including interest and other such charges;
2. That the VENDOR-MORTGAGOR shall pay and shoulder the corresponding documentation and notarization

expenses;

3. That the VENDOR-MORTGAGOR likewise waive(s) and transfer(s) all his rights, interests and participations over the subject property to the VENDEE-MORTGAGEE, including the right to take physical possession of the same;

4. That the VENDOR-MORTGAGOR shall guarantee the peaceful possession and enjoyment of right of the VENDEE-MORTGAGEE from any cause of action adversely (a)ffecting the mortgage rights and interests of the VENDEE-MORTGAGEE and assume to pay all expenses that may be incurred in connection with the said documents;

5. That the VENDOR-MORTGAGOR shall upon the signing of the AGREEMENT pay all the necessary taxes and assessment covering said property;

6. The parties bound themselves that the deed of Real Estate Mortgage shall be considered without force and effect by virtue of this AGREEMENT;

7. It is understood that this AGREEMENT was executed for the purpose of liquidating the obligation of the VENDOR-MORTGAGOR (sic) TO THE VENDEE-MORTGAGEE in the amount of P80,000.00 by way of selling the property described above to the latter so as to relinquish or as (sic) extinguish said obligation of VENDOR-MORTGAGOR."[7]

Respondent similarly took two (2) copies of said document and gave the rest of the copies to complainant and Sy Hun Tek.

Further, respondent avers that there were no foreclosure proceedings over the mortgaged property, either judicially or extrajudicially, precisely because of the previous settlement of the account as a consequence of the dation in payment at the instance of complainant. Additionally, respondent argues that there is no occasion to speak of a redemption period as there was no foreclosure to begin with. The sale of the property to Enrico Perez was valid since Sy Hun Tek had become the owner thereof as a result of the dation in payment and Perez cannot be compelled to have the property redeemed by complainant because the former acquired it through a legitimate and voluntary transaction. Respondent denies that he was ever approached by complainant for the supposed redemption and contrarily charges complainant with false and fraudulent misrepresentations because, although he was fully aware of the acquisition of said property by Perez, complainant continued to receive rental payments thereon from one Johnny Loo.

In a subsequent affidavit,[8] respondent stressed his earlier averments and insisted that all of complainant's allegations were "fabricated, well-orchestrated, bereft of legal and factual basis, biased and unreasonable." Moreover, according to him, it was the mortgagee who insisted on having the property titled to secure his mortgage lien thereover, at the expense of the mortgagor; that the present complaint was filed as a leverage against the dismissal of complainant's petition for mandamus to compel redemption of the subject property; and that all of complainant's allegations in his affidavit could only have been possible through the inducement of some other persons and were founded only upon hearsay evidence and self-serving statements.

Annexed to respondent's answer was an affidavit executed by Sy Hun Kiong[9] substantially to the effect that he was personally approached by complainant to seek his assistance in obtaining a loan of P80,000.00 from Sy Hun Tek, offering as security therefor the aforestated unregistered parcel of land. On November 10, 1984, complainant and said affiant requested Atty. Javier to prepare the deed of real estate mortgage. Upon approval of the terms of the deed by Sy Hun Tek, Atty. Javier notarized the same on November 10, 1984, the original and two (2) copies thereof being retained by Sy Hun Tek with another copy given to complainant.

Said affiant further avers that it was complainant who offered the mortgaged property in settlement of his indebtedness, which the mortgagee accepted due to the former's insistence. Atty. Javier was requested to prepare the document embodying the dation in payment, but for which legal services complainant likewise failed to pay the stipulated amount of P5,000.00, as well as the costs of documentation and registration of the document, realty taxes and other assessments.

Complainant, in his reply,[10] challenged the veracity of respondent's statements in his answer and branded the latter's allegation that he merely acknowledged the mortgage deed as a brazen lie. He reiterated his previous allegations in his complaint and assailed the authenticity of the cash vouchers presented in evidence as proof of his supposed receipt of the proceeds of the loan by disclaiming having signed the same. While admitting that he filed the earlier petition for mandamus in an attempt to effect redemption, he denied having proposed, much less insisted on, the dation in payment as a means to settle his indebtedness.

In addition to his testimony, complainant presented Arthur Liqueron, an employee of Security Bank and Trust Company, to testify on the withdrawal made by Sy Hun Kiong from his current account deposit with said bank relative to the loan agreement, and Sy Hun Kiong who testified on the incidents surrounding the loan and mortgage contracts.

Following the submission of the parties' respective affidavits and memoranda and upon admission of all exhibits and testimonies of the witnesses, the case was submitted for resolution on the following issues: (1) whether the amount of the loan was P50,000.00 or P80,000.00, with complainant receiving either the net amount of P42,000.00 or P77,500.00; (2) whether or not complainant was informed of the contents of the mortgage contract and furnished a copy thereof; and (3) whether or not complainant was fully apprised that what respondent made him sign was a dacion en pago and given a copy thereof after its notarization by respondent.

On the first issue, the IBP Commission on Bar Discipline found sufficient evidence to sustain complainant's claim that with regard to the obtention of the loan and the preparation, execution and notarization of the deed of real estate mortgage, he only dealt with the mortgagee's brother, Sy Hun Kiong, also known as Achiong, and that respondent, as family lawyer of the mortgagee, actually prepared and notarized the deeds of real estate mortgage and dacion en pago. Thereafter, Sy Hun Kiong accompanied complainant to the Security Bank and Trust Company where a withdrawal from the current account of New Manila Panasahan Marketing owned by Sy Hun Kiong was made by a check in the amount of P50,000.00 from which P2,500 plus P5,000.00 were deducted as advance payment of the first installment on the loan and expenses for the titling of the mortgaged property, respectively, leaving a net sum of P42,500.00 for complainant.

The IBP commission extensively and correctly observed that –

"From the context and on the face of the deed of real estate mortgage, it can also be gleaned that the actual loan obtained by the complainant from Achiong or Sy Hun Kiong but placed in the mortgage in the name of the latter's brother Sy Hun Tek, is only P50,000.00 and the sum of P30,000.00, which is the total amount of the consideration of the mortgage is obviously for interest for one year on the loan of P50,000.00. This is quite evident from the schedule and the amount of installment payable by the complainant as stipulated in the mortgage, which schedule of installments is already hereinabove reproduced on page 3 hereof. Why is the sum of P30,000.00 as stipulated in the mortgage made payable in 12 equal monthly installments at the rate of P2,500.00 beginning December 15, 1984 up to November 15, 1985? And why is the sum of P50,000.00 made payable in four quarterly equal installments at the rate of P12,500.00? It is therefore quite very obvious that what the complainant received from Achiong or Sy Hun Kiong is a net amount of P42,500.00, which is the balance of the P50,000.00 after deducting the first installment of P2,500.00 and another sum of P5,000.00 either for the respondent or for expenses for the titling of the mortgaged property. And still on top of the one year interest of P30,000.00, the complainant, as stipulated in the mortgage, still had to pay interest at the legal

rate on the total sum of P80,000.00.

"The conclusion therefore is that, indeed, the complainant actually received as loan under the deed of real estate mortgage only the sum of P50,000.00." [11]

We also find merit in its following findings on the second and third issues, and we accordingly approve and adopt the same:

"As to the second and third issues, there are tell-tale indications in the record that the complainant was not apprised in full by the respondent of the total amount stated in the deed of real estate mortgage as his obligation there-under, as well as of the terms and conditions stipulated therein. What respondent merely told him was that he had to pay P2,500.00 per month under the mortgage (TSN, Testimony of complainant, Hearing on April 12, 1989, pp. 42-43). And neither was the complainant given by the respondent a copy of the deed of real estate mortgage as well as a copy of the dacion en pago contrary to the claim of both respondent and Achiong (par. 8-Affidavit of Complainant, Exhibits D, D-1 to D-4; TSN, testimony of complainant, Hearing of April 12, 1989, p. 18). This finding is strongly corroborated by the fact that sometime before he filed his petition (captioned 'For Mandamus' already quoted above) with the Regional Trial Court in Malolos, Bulacan, the complainant had to secure a copy of the mortgage from the Bureau of Records Management. This certified copy of the mortgage was allegedly attached to the letter-complaint as Annex 'A' thereof but it is nowhere to be found in the record. A copy of the certified copy of the mortgage was produced by the complainant's counsel during the hearing before Commissioner Pineda, but the same was not submitted nor attached to the record, obviously because a xerox copy of the said mortgage was already marked and offered as evidence as Exhs. 4, 4-A, 4-D of respondent. Had the complainant been given a copy of the deed of real estate mortgage as claimed by the respondent and by Achiong, he would not have taken the trouble of securing a certified copy thereof from the Bureau of Records Management.

"It is also quite relevant to note that said petition 'For Mandamus' was filed with the Regional Trial Court on September 26, 1986, which is less than one year from November 15, 1985, after which latter date the mortgage as stipulated therein, could be extra-judicially foreclosed. So that complainant's petition to compel redemption of the mortgaged property was timely instituted because the mortgage could be foreclosed only after November 15, 1985. However, because of the failure of the complainant and his counsel to amend the petition as ordered by the RTC, the petition was dismissed by the Court (Annex 2 of respondent's Answer, p. 26, Record).

"The complainant was not also informed by the respondent that what he was made by the respondent to sign when he failed to pay several overdue installments is the dacion en pago, nor was the complainant given by the respondent a copy of the dacion en pago. This finding could be gleaned from the fact that complainant's petition filed with the Regional Trial Court only referred to the deed of real estate mortgage. It was only sometime in September 1988 that the complainant had knowledge for the first time of the dacion en pago when he received a copy of the respondent's answer to which was attached, among other documents, a copy of the dacion en pago as Annex '3' thereof. For if the respondent gave the complainant a copy of the dacion en pago after it was notarized by the respondent, the complainant and his lawyer, Atty. Vicente Peñala, would not have missed to file at the start a complaint for annulment of the dacion en pago on the ground of fraud, instead of filing the petition for 'mandamus' to compel the mortgagee Sy Hun Tek and his vendee Enrico Perez to allow the redemption of the mortgaged property.

"For another thing, there are also some indications in the record that the respondent purposely maneuvered, obviously upon the instigation of his clients Sy Hun Tek and the latter's vendee, Enrico Perez, the signing by the complainant of some blank long bond which turned out to be the dacion en pago. In this connection, it is important to note once again that the mortgage, as stipulated therein, could only be foreclosed after November 15, 1985. According to the complainant, when he failed to pay several overdue installments on the mortgage, the respondent made him sign some blank long bond paper while he was sick in his house, without the

respondent telling him the real purpose of his signing. What the respondent told the complainant on that occasion was that it was merely a document wherein the complainant recognized that he was already in arrears in the payment of the installments on his mortgage obligation. (TSN, Hearing, June 9, 1989, pp. 23-24; Hearing, April 12, 1989, pp. 28-30). But there is nothing in the mortgage which stipulates that the mortgage could be foreclosed upon mere failure of the complainant to pay any installments on their respective due dates. It is hardly credible that the complainant could have agreed to sign the blank bond paper had he been informed by the respondent that it was to be a dacion en pago. This is because the mortgage could not yet be foreclosed when he was made by the respondent to sign the blank bond paper on April 26, 1985, for the mortgage, as stipulated therein, could only be foreclosed after November 15, 1985. It is therefore quite reasonable that had the respondent informed him of the real purpose of his signing the document, the complainant would naturally NOT agree to sign the document, for not only he still had six (6) months and 18 days within which to pay in full his mortgage obligation but also he had one year from the foreclosure of the mortgage within which to redeem the property, which he tried to do but failed, not knowing then that what he was made to sign by the respondent turned out to be the dacion en pago.

"From all the foregoing, it can be safely concluded that the failure of the complainant to recover his mortgaged property is because of respondent's deliberate failure to furnish timely the complainant copies of the deed of real estate mortgage and the dacion en pago which he prepared and notarized and in concealing from the complainant the true context and purpose of the said documents. In one word, the respondent is guilty of deceit." [12]

At this juncture, a brief resume of the relevant principia on ethics in the legal profession would be apropos.

A lawyer shall at all times uphold the integrity and dignity of the legal profession.[13] The trust and confidence necessarily reposed by clients require in the attorney a high standard and appreciation of his duty to his clients, his profession, the courts and the public.[14] The bar should maintain a high standard of legal proficiency as well as of honesty and fair dealing. Generally speaking, a lawyer can do honor to the legal profession by faithfully performing his duties to society, to the bar, to the courts and to his clients.[15] To this end, nothing should be done by any member of the legal fraternity which might tend to lessen in any degree the confidence of the public in the fidelity, honesty and integrity of the profession.[16]

It bears stressing that membership in the bar is a privilege burdened with conditions.[17] A lawyer has the privilege and right to practice law during good behavior and can only be deprived of it for misconduct ascertained and declared by judgment of the court after opportunity to be heard has been afforded him.[18] Without invading any constitutional privilege or right, an attorney's right to practice law may be resolved by a proceeding to suspend or disbar him, based on conduct rendering him unfit to hold a license or to exercise the duties and responsibilities of an attorney.[19] It must be understood that the purpose of suspending or disbaring an attorney is to remove from the profession a person whose misconduct has proved him unfit to be entrusted with the duties and responsibilities belonging to the office of an attorney, and thus to protect the public and those charged with the administration of justice, rather than to punish the attorney.[20]

An attorney may be disbarred or suspended for any violation of his oath or of his duties as an attorney and counsellor which include the statutory grounds enumerated in Section 27, Rule 138 of the Rules of Court. These statutory grounds are so broad as to cover practically any misconduct of a lawyer in his professional or private capacity.[21] It is a settled rule that the enumeration of the statutory grounds for disciplinary action is not exclusive and a lawyer may be disciplined on grounds other than those specifically provided in the law.[22] Generally, a lawyer may be disbarred or suspended for any misconduct, whether in his professional or private capacity, which shows him to be wanting in moral character,[23] in honesty, probity and good demeanor or unworthy to continue as an officer of the court,[24] or an unfit or unsafe person to enjoy the privileges and to

manage the business of others in the capacity of an attorney,[25] or for conduct which tends to bring reproach on the legal profession or to injure it in the favorable opinion of the public.[26] Any interested person or the court motu proprio may initiate disciplinary proceedings. There can be no doubt of the right of a citizen to bring to the attention of the proper authority acts and doings of public officers which citizens feel are incompatible with the duties of the office and from which conduct the citizen or the public might or does suffer undesirable consequences.[27]

In all cases, the determination of whether an attorney should be disbarred or merely suspended for a period involves the exercise of a sound judicial discretion,[28] mindful always of the fact that disbarment is the most severe form of disciplinary action and should be resorted to only in cases where the lawyer demonstrates an attitude or course of conduct wholly inconsistent with approved professional standards. In cases of lighter offenses or of first delinquency, an order of suspension, which is correctional in nature, should be inflicted.[29] In view of the nature and consequences of a disciplinary proceeding, observance of due process as in other judicial determinations, is imperative along with a presumption of innocence in favor of the lawyer.[30] Consequently, the burden of proof is on the complainant to overcome such presumption and establish his charges by clear preponderance of evidence.[31]

The facts and evidence obtaining in this case indubitably reveal respondent's failure to live up to his duties as a lawyer in consonance with the strictures of the lawyer's oath, the Code of Professional Responsibility and the Canons of Professional Ethics, thereby occasioning unwarranted inconvenience and hardship on complainant. A lawyer's responsibility to protect and advance the interests of his client does not warrant a course of action propelled by ill motives and malicious intentions against the other party.

While complainant should have been more discerning and less gullible in his business dealings, nonetheless respondent lawyer should likewise have been conscientious in seeing to it that justice permeates every aspect of a transaction for which his services have been engaged, in conformity with the avowed duties of a worthy member of the Bar. If respondent was indeed the reasonably prudent and respectable attorney that he represents himself to be, instead of taking undue advantage of the naivete and lack of education of complainant, he should have fully explained the legal intricacies and consequences of the subject transaction as would aid the parties in making an informed decision. Such responsibility was plainly incumbent upon him; failing therein, and with his advanced age duly considered, he must now face the commensurate consequences of his professional indiscretion, albeit apparently his first.

WHEREFORE, the Court hereby ORDERS the suspension of Atty. Adriano S. Javier, Sr. from the practice of law for a period of six (6) months from notice, with the warning that a repetition of the same or any other misconduct will be dealt with more severely. Let a copy of this resolution be spread on the records of said respondent, with copies thereof furnished to the Integrated Bar of the Philippines and duly circularized to all courts.

SO ORDERED.

Narvasa, C.J., (Chairman), Padilla, Nocon, and Campos, Jr., JJ., concur.

[1] Exhibit A.

[2] Exhibit D; rollo, 47-50.

[3] Exhibit 4; *ibid.*, 60-64.

[4] Rollo, 1.

- [5] Ibid., 3-29.
- [6] Annexes 1 and 2 of respondent's answer; rollo, 10; Exhs. 5 and 8.
- [7] Annex 3 of respondent's answer; *ibid.*, 11-14.
- [8] Exhibit 9; *ibid.*, 58-59.
- [9] Annex 8; *ibid.*, 28-29.
- [10] Exhibit C; *ibid.*, 30-41.
- [11] IBP Resolution, 30-31.
- [12] *Id.*, 31-35.
- [13] Canon 7, Code of Professional Responsibility.
- [14] *People ex rel. Chicago Bar Association v. Baker*, 311 Ill 66, 142 NE 554, 31 ALR 737.
- [15] Agpalo, R.E., *Legal Ethics*, (1989 ed.), 87.
- [16] *Lyons v. Hall* (LQ App) 90 So 2d 519, 60 ALR 2d 1003.
- [17] *People ex rel. Karlin vs. Culkin*, 248 NY 465, 60 ALR 851 (1928); *Ledesma vs. Climaco, etc.*, 57 SCRA 473 (1974); *Atienza vs. Evangelista*, 80 SCRA 338 (1977).
- [18] *Randall v. Brighamm*, 7 Wall 523 (US) 19 L ed 285; *Tajan vs. Cusi, etc.*, 57 SCRA 154 (1974).
- [19] *People ex rel. Chicago Bar Association v. Baker*, *supra*; *Simmons v. State*, 12 Mo 268; *State ex rel. Atty. Gen. v. Breckenbridge*, 126 Okla. 86, 258 P 744, 53 ALR 1239.
- [20] *Ex parte Wall*, 107 US 265, 27 L ed 522, 2 S Ct 569; *Quingwa vs. Puno*, 19 SCRA 439 (1967); *Daroy, et al. vs. Legaspi*, 65 SCRA 304 (1975); *Diaz vs. Gerong*, 141 SCRA 46 (1986).
- [21] *In Re Pelaez*, 44 Phil. 567 (1923); *Halili vs. Court of Industrial Relations, et al.*, 136 SCRA 112 (1985); *Erectors, Inc. vs. National Labor Relations Commission, et al.*, 166 SCRA 728 (1988).
- [22] *Mortel vs. Aspiras*, 100 Phil. 586 (1956); *Halili vs. Court of Industrial Relations, et al.*, *supra*.
- [23] *Mortel vs. Aspiras*, *supra*.
- [24] *Re Secombe*, 19 How (US) 9, 15 L ed 565; *Lenihan v. Commonwealth*, 165 Ky 93, 176 SW 948.
- [25] *Re Robinson*, 19 Wall (US) 505, 22 L ed 205; *Re Durant*, 80 Conn 140, 67 A 497.
- [26] *Wernimont v. State*, 101 Ark 210, 142 SW 194; *State v. Fisher*, 103 Neb 736, 174 NW 320.
- [27] *Wilbur v. Howard* (DC Ky) 70 F Supp 930.
- [28] *Bradley v. Fisher*, 13 Wall (US) 335, 20 L ed 646.
- [29] *Ex parte Wall*, *supra*; *Wernimont v. State*, *supra*; *People v. MacCabe*, 18 Colo 186, 32 P 280; *Commonwealth v. Roe*, 129 Ky 650, 112 SW 683.
- [30] *De Guzman vs. Tadeo*, 68 Phil. 554 (1939).
- [31] *Go vs. Candoy*, 21 SCRA 439 (1967); *Arcadio vs. Ylagan*, 143 SCRA 168 (1986); *Martin vs. Felix, Jr.*, 163 SCRA 111 (1988).

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