

WILSON PO CHAM, COMPLAINANT, VS. ATTY. EDILBERTO D. PIZARRO, RESPONDENT.

A.C. NO. 5499. August 16, 2005

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

Before this Court is an administrative complaint for disbarment filed by Wilson Po Cham (complainant) against Atty. Edilberto D. Pizarro (respondent) for commission of falsehood and misrepresentations in violation of a lawyer's oath.

Complainant gives the following account of the facts that spawned the filing of the present administrative complaint.

Sometime in July 1995, Emelita Cañete (Cañete), Elenita Alipio (Alipio), and now deceased Mario Navarro (Navarro) who was then the Municipal Assessor of Morong, Bataan, offered for sale to him a parcel of land with an area of approximately forty (40) hectares, identified as Lot 1683 of Cad. Case No. 262, situated at Sitio Gatao, Nagbalayong, Morong, Bataan (the property).

He having expressed interest in the offer, Cañete and Navarro arranged a meeting between him and respondent at the latter's residence in Balanga, Bataan[1] where respondent categorically represented to him that the property being offered for sale was alienable and disposable.[2] Respondent in fact presented to him 1) Real Property Tax Order of Payment[3] dated July 10, 1995 covering the property signed by Edna P. Pizarro as Municipal Treasurer and Navarro as Municipal Assessor; 2) a Deed of Absolute Sale[4] dated July 25, 1995 purportedly executed by the alleged previous actual occupant of the property, one Jose R. Monzon (Monzon), transferring all his rights, interest and possession thereover in favor of Virgilio Banzon (Banzon), Rolando B. Zabala (Zabala) and respondent for an agreed consideration of P500,000.00; and 3) Special Power of Attorney[5] dated July 25, 1995 executed by Banzon and Zabala authorizing him (respondent) to:

1. x x x offer to sell [their] rights over a certain parcel of land, which is more particularly described as follows:

AREA: 40 has. more or less

situated at Pook Batangas, Nagbalayong, Morong, Bataan covered by Tax Declaration No. 6066 PIN

#108-08-044-05-126

2. x x x negotiate and enter into a contract for the consumation (sic) of sale of the subject property; and to sign the same.

3. x x x receive proceeds thereof with obligation to distribute the corresponding share of each co-owner;

x x x[6] (Underscoring supplied)

On July 25, 1995, he as buyer and respondent as seller executed an Option to Buy,[7] the pertinent portions of which provide:

WHEREAS, the SELLER is the owner and Attorney-In-Fact of his co-owners of rights with planted trees (improvements) containing an area of FORTY THREE (43) hectares, situated in Pook Batangas, Nagbalayong, Morong, Bataan; (Portion of Lot 1683, Cad. 262, Morong Cadastre), covered by Tax Declaration 6066.

WHEREAS, the BUYER is interested to buy the same for a total price of THREE MILLION AND SEVEN HUNDRED THOUSAND PESOS (P3,700,000.00) payable in two (2) gives (sic), as follows:

a) Earnest money of P10,000.00 upon signing of this contract and the balance of full payment within three (3) weeks from date hereof which offer the SELLER accepts;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereunder specified the parties have agreed on the following:

1) That the Buyer shall give an option money and earnest (sic) of P10,000.00 upon signing of this contract, which shall form part of the contract price if and when the buyer comply (sic) with his obligation to pay in full within three (3) weeks from date hereof, otherwise should the BUYER fails (sic) to comply with his obligation to pay in full on the scheduled period the P10,000.00 earnest money shall be forfeited in favor of the SELLER and the Option to Buy is automatically cancelled.

2) That the SELLER upon full payment of the price shall execute a final Deed of Sale and shall surrender all documents, plans and paper relative to the properties subject of sale;

3) That the SELLER shall warrants (sic) their rights and claims over the above stated properties including the trees planted on it as against the rights of third party except that of the government.[8] (Emphasis and underscoring supplied)

In accordance with the terms of the Option to Buy, he paid respondent the amount of P10,000.00 for which respondent issued the corresponding Receipt[9] reading:

Received the sum of TEN THOUSAND PESOS (P10,000.00) from MR. WILSON CHAM, representing earnest/option money for Lot 1683 of Cad. Case No. 262 situated at Boundaries:

NORTH : Right of Catalino Agujo

SOUTH : National Road-Bagac-Morong

WEST : Right of Nicasio Canta

EAST : Sapang Batang Panao

including the trees and improvement situated thereon.

Full payment shall be paid within three (3) weeks from date hereof.[10] (Underscoring supplied)

On August 21, 1995, respondent executed a Deed of Absolute Sale[11] over the property in his favor, the pertinent portions of which read as follows:

For and in consideration of the sum of THREE MILLION THREE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED THIRTY THREE (P3,372,533.00), Philippine Currency, the receipt whereof is hereby acknowledged from the BUYER to the entire satisfaction of the SELLERS, the said SELLERS do by these presents SELL, TRANSFER and CONVEY, in manner absolute and irrevocable, in favor of the said BUYER, his heirs and assigns, all their rights, interest and participation over that certain real estate destined for, and in actual use as fruit land, situated at Pook Batangas, Nagbalayong, Morong, Bataan and more particularly described as follows:

Location : Pook Batangas, Nagbalayong, Morong, Bataan

Area : That portion of Lot 1683, Cad. 262, Morong Cadastre, containing an area of 392,155 square meters more or less.

Boundaries : North : Right of Catalino Agujo

South : National Road, Bagac-Morong

West : Right of Nicasio Canta

East : Sapang Batang Panao

The SELLERS do hereby declare that the boundaries of the foregoing land are visible by means of monuments, creeks and trees; that the land including the permanent improvements existing thereon consist of fruit-bearing trees assessed for the current year at TWO HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED P262,400.00 as per Tax Declaration No. 5010; and that the property is presently in the possession of the SELLERS.

The SELLERS hereby agree with the BUYER that they are the absolute owners of the rights over the said property; that they have the perfect right to convey the same; that they acquired their rights over the said property by absolute deed of sale from Jose R. Monzon who acquired his rights over the property from Marianito Holgado; that Marianito Holgado acquired his right from Pedro de Leon who, in turn, acquired his right from Julian Agujo who was the original owner who cleared the land and who was in possession of the same immediately after the Second World War.

The SELLERS warrant their rights and claims over the aforescribed real estate including the trees planted thereon and they undertake to defend the same unto said Vendee, his heirs and assigns against the claims of any third person whomsoever.[12] (Emphasis and underscoring supplied)

Respondent thereafter furnished him with a copy of Tax Declaration No. 5010[13] with Property Index No. 018-08-004-05-126 issued in his (respondent's) name and his alleged co-owners, and Real Property Tax Receipt No. 025201[14] dated August 17, 1995 issued in his (respondent's) name.

He thus gave respondent two checks dated August 21, 1995 representing the purchase price of the rights over the property, Asian Bank Corporation Check No. GA063210[15] in the amount of P168,627.00 payable to respondent, and Asian Bank Manager's Check No. 004639GA [16] in the amount of P3,193,906.00 payable to respondent, Banzon and Zabala.

He subsequently took possession of the property and installed a barbed wire fence at its front portion. Soon after, however, a forest guard approached him and informed him that the property could not be fenced as it was part of the Bataan National Park.[17]

Upon investigation, he discovered that the property is not an alienable or disposable land susceptible of private ownership. He thus secured a Certification[18] from the Community Environment and Natural Resources Office (CENR) in Bagac, Bataan of the Department of Environment and Natural Resources (DENR) dated July 2, 1998, signed by CENR Officer Laurino D. Macadangdang, reading:

This pertains to your request for a certification as to the status of land claimed by spouses Perfecto and Purificacion, Jose Monson, et. al, Virgilio Banzon and Edilberto Pizarro, all located at Nagbalayong, Morong, Bataan.

Please be informed that per verification conducted by the personnel of this Office, said lands fall within the Bataan Natural Park per L.C. Map/N.P. Map No. 34 as certified on December 1, 1945. Under the Public Land Law, lands within this category are not subject for disposition.[19] (Underscoring supplied)

He also obtained a Letter-directive[20] dated August 31, 1995 issued by Officer-in-Charge Ricardo R. Alarcon of the Provincial Environment and Natural Resources Office (PENR) of Balanga, Bataan to the Municipal Assessor, the pertinent portions of which read:

Please be informed that it comes to our attention that there are some forest occupants that are securing land tax declarations from your office in (sic) the pretext that the area they occupied (sic) were (sic) within alienable and disposable lands. Presently, this tax declaration is being used in the illegal selling of right [of] possession within the Bataan Natural Park which is prohibited under our laws.

x x x

In this regard, I would like to request for your assistance by way of informing us and in controlling this land rush and massive selling and buying of rights of possession within prohibited areas as stated above.[21] (Emphasis and underscoring supplied)

Upon his request, the PENR issued a Certification[22] dated March 14, 1996 stating that those named by respondent as prior owners of rights over the property from whom respondent and his alleged co-owners acquired their alleged rights were not among those inventoried as occupants per the PENR's 1978 to 1994 Forest Occupancy Census (IFO) Survey.

Despite repeated demands, respondent refused to return the purchase price of the rights over the property.[23]

In his present complaint[24] dated September 10, 2001, complainant charges respondent to have violated his oath as a member of the Bar in committing manifest falsehood and evident misrepresentation by employing fraudulent means to lure him into buying rights over the property which property he represented to be disposable and alienable.[25]

In his Comment[26] dated January 12, 2002, respondent denied having employed deceit or having pretended to co-own rights over the property or having represented that it was alienable and disposable. He claimed that complainant, being engaged in speculation in the purchase of property, knew exactly the character and nature of the object of his purchase;[27] and that despite complainant's awareness that he was merely "buying rights to forest land," he just the same voluntarily entered into the transaction because of the property's proximity to the Subic Bay Economic Zone.

Respondent surmised that complainant bought the rights over the property in the hope that lands belonging to the public domain in Morong "would be eventually declared alienable and disposable to meet the rising demand for economic zones." [28]

By Resolution[29] of February 6, 2002, this Court referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation or decision within ninety (90) days from notice.

On May 6, 2002, complainant filed before the IBP his Reply[30] to respondent's Comment, maintaining that the sale of rights over the property was attended with deceit as respondent deliberately did not disclose that the property was within the confines of the Bataan National Park.[31] And he denied being engaged in speculation, he claiming that with his purchase of the property, he would venture into low-cost housing for the employees of the nearby Subic Bay area.[32]

To complainant's Reply, respondent filed his Rejoinder on June 21, 2002.[33]

Complainant later filed his Affidavit[34] and Position Paper [35] on June 21, 2002 and September 17, 2001, respectively, reiterating his assertions in his previous pleadings.

The record shows that complainant filed a criminal complaint for estafa against respondent, Banzon, Zabala, Cañete, Alipio and Navarro in 1999[36] arising from the questioned sale of rights. The complaint was twice dismissed by the City Prosecutor of Quezon City. On petition for review, however, the Department of Justice, through then Secretary Hernando B. Perez, by Resolution[37] of March 6, 2002, reversed the dismissal of the

complaint as it found probable cause to indict respondent et al. in court. An information for estafa was thereupon filed against respondent et al. before the Regional Trial Court (RTC) of Quezon City, docketed as Criminal Case No. Q-00-94232.

By Report and Recommendation of April 20, 2004, the IBP Commission on Bar Discipline (CBD), through Commissioner Lydia A. Navarro, finding respondent to have violated his oath as a member of the Bar to do no falsehood and misrepresentations, recommended his suspension from the practice of law for three (3) months, subject to the approval of the members of the Board of Governors. Pertinent portions of the Report and Recommendation read:

. . . [I]t is evident that as early as of (sic) 1992, the Implementing Rules and Regulations of NIPAS ACT[38] prohibited the illegal selling of rights or possession of the areas occupied within the Bataan Natural Park, the subject property not excluded as per letter of OIC CENRO Laurino D. Mapadanig [illegible], Bagac, Bataan per L.C. map/N.P. Map No. 34 to the Municipal Assessor therein and certified on December 1, 1945 that subject property which is within this category was not subject for disposition; a fact supposed to be known by the respondent being a resident of Balanga, Bataan and was in the practice of his profession also in said area.

Aside from the fact that the alleged original owner Monzon was not among those inventoried occupants as per Forest Occupancy (IFO) Survey since 1978 up to the latest census in 1994 from whom respondent allegedly bought the subject property; the Absolute Deed of Sale executed between the complainant Wilson Po Cham and the respondent relative to the same subject property was not notarized which partook the nature of a private and not official document.

Although respondent furnished complainant the foregoing documents to prove their rights, interest and possession to the subject property, respondent and his co-owners failed to show a permit from the government conferring upon them rights or concessions over the subject property, which formed part of the Bataan Natural Park classified as public and not subject to disposition, therefore respondent and his co-owners have no rights and interests whatsoever over the subject property and their representations to complainant were simply not true but a falsehood.

Respondent being extensively conversant and knowledgeable about the law took advantage of his versatility in the practice of law and committed misrepresentations that he and his co-owners have irrevocable rights, interests and possession over the subject property which convinced complainant into purchasing subject property unmindful that the same is not alienable or disposable being a portion of the public domain; whereby respondent violated his solemn oath as member of the Philippine Bar for having committed such falsehood and misrepresentations to the complainant.[39] (Underscoring supplied).

By CBD Resolution No. XVI-2004-407 of October 7, 2004, the IBP Board of Governors adopted and approved the April 20, 2004 Committee Report and Recommendation.

The case was forwarded to this Court for final action pursuant to Rule 139-B of the Rules of Court.[40]

The IBP findings are well-taken.

The Bar is enjoined to maintain a high standard of not only legal proficiency but of honesty and fair dealing.[41] Thus, a member should refrain from doing any act which might lessen in any degree the confidence and trust reposed by the public in the fidelity, honesty and integrity of the legal profession.[42]

The misconduct of a lawyer, whether in his professional or private capacity, which shows him to be wanting in moral character, honesty, probity and good demeanor to thus render him unworthy of the privileges which his license and the law confer upon him, may be sanctioned with disbarment or suspension.[43]

Thus, under Section 27, Rule 138 of the Revised Rules of Court, a member of the Bar may be disbarred or

suspended from his office as attorney on the following grounds: 1) deceit; 2) malpractice or other gross misconduct in office; 3) grossly immoral conduct; 4) conviction of a crime involving moral turpitude; 5) violation of the lawyer's oath; 6) willful disobedience to any lawful order of a superior court; and 7) willfully appearing as an attorney for a party without authority.

And he may be faulted under Canon 1 of the Code of Professional Responsibility which mandates a member of the Bar to obey the laws of the land and promote respect for the law. Rule 1.01 of the Code specifically enjoins him not to engage in unlawful, dishonest, immoral or deceitful conduct. "Conduct," as used in this rule, is not limited to conduct exhibited in connection with the performance of professional duties.[44]

In the case at bar, as reflected above, complainant presented certifications from the DENR that the property is part of the public domain and not disposable as it is within the Bataan National Park. Indeed, by virtue of Proclamation No. 24[45] issued on December 1, 1945, all properties of the public domain therein designated as part of the Bataan National Park were withdrawn from sale, settlement or other disposition, subject to private rights.

On the other hand, respondent has utterly failed to substantiate his documented claim of having irrevocable rights and interests over the property which he could have conveyed to complainant. E.g., he could have presented any document issued by the government conferring upon him and his alleged co-owners, or even upon his alleged predecessors-in-interest, with any such right or interest, but he presented none. He merely presented a Deed of Absolute Sale purportedly executed by a certain Jose R. Monzon in his, Banzon's and Zabala's favor on July 25, 1995, a month shy of the execution on August 21, 1995 of the Deed of Absolute Sale in favor of complainant.

The tax declaration and receipt which respondent presented do not help his cause any as neither tax receipts nor realty tax declarations are sufficient evidence of the right of possession over realty unless supported by other effective proof.[46] Their presentation of a tax declaration must indeed have been a "pretext," as observed by the PENR in its

earlier-quoted portion of its letter-directive to the Balanga Municipal Assessor "that the area occupied . . . [is] within alienable and disposable land."

Respondent must thus be faulted for fraudulently inducing complainant to purchase, for P3,372,533.00, non-existent "irrevocable rights, interest and participation" over an inalienable property.

In *Lizaso v. Amante*[47] where therein respondent lawyer enticed the therein complainant to invest in the casino business with the proposition that her investment would yield her substantial profit, but therein respondent not only failed to deliver the promised return on the investment but also the principal thereof, this Court took occasion to expound on sanctioning lawyers for committing fraud, deceit or falsehood in their private dealings:

It is true, of course, that there was no attorney-client relationship between respondent Amante and complainant Cuyugan-Lizaso. The transaction that complainant entered into with respondent did not require respondent to perform professional legal services for complainant nor did that transaction relate to the rendition of professional services by respondent to any other person.

As early as 1923, however, the Court laid down in *In Re Vicente Pelaez* the principle that it can exercise its power to discipline lawyers for causes which do not involve the relationship of an attorney and client. x x x

"x x x [A]s a general rule, a court will not assume jurisdiction to discipline one of its officers for misconduct alleged to have been committed in his private capacity. But this is a general rule with many exceptions. The courts sometimes stress the point that the attorney has shown, through misconduct outside of his professional dealings, a want of such professional honesty as render him unworthy of public confidence, and an unfit and unsafe person to manage the legal business of others. The reason why such a distinction can be drawn is

because it is the court which admits an attorney to the bar, and the court requires for such admission the possession of a good moral character.

x x x"

The rationale of the rule that misconduct, indicative of moral unfitness, whether relating to professional or non-professional matters, justifies suspension or disbarment, was expressed by Mr. Chief Justice Prentice in *In Re Disbarment of Peck*, with eloquence and restraint:

"As important as it is that an attorney be competent to deal with the oftentimes intricate matters which may be intrusted to him, it is infinitely more so that he be upright and trustworthy. Unfortunately, it is not easy to limit membership in the profession to those who satisfy the standard of test of fitness. But scant progress in that direction can be hoped for if, in the determination of the qualification of professional fitness, non-professional dishonor and dishonesty in whatsoever path of life is to be ignored. Professional honesty and honor are not to be expected as the accompaniment of dishonesty and dishonor in other relations. x x x misconduct, indicative of moral unfitness for the profession, whether it be professional or non-professional, justifies dismission as well as exclusion from the bar."

The rule in this jurisdiction was stated by Mr. Justice Malcolm in *Piatt v. Abordo* x x x:

"The courts are not curators of the morals of the bar. At the same time the profession is not compelled to harbor all persons whatever their character, who are fortunate enough to keep out of prison. As good character is an essential qualification for admission of an attorney to practice, when the attorney's character is bad in such respects as to show that he is unsafe and unfit to be entrusted with the powers of an attorney, the courts retain the power to discipline him." [48] (*Italics in the original*)

This *Lizaso* ruling was reiterated in *Co v. Bernardino* [49] and *Lao v. Medel*. [50]

To be sure, complainant is not entirely blameless. Had he exhibited a modicum of prudence before entering into the transaction with respondent, he would have spared himself from respondent's sham.

It is jurisprudentially established though that in a disbarment proceeding, it is immaterial that the complainant is not blameless or is in *pari delicto* as this is not a proceeding to grant relief to the complainant, but one to purge the law profession of unworthy members to protect the public and the courts. [51]

The record does not disclose the status of the estafa case against respondent. His conviction or acquittal is not, however, essential insofar as the present administrative case against him is concerned. [52]

Administrative cases against lawyers belong to a class of their own. They are distinct from and they may proceed independently of x x x criminal cases.

The burden of proof for these types of cases differ. In a criminal case, proof beyond reasonable doubt is necessary; in an administrative case for disbarment or suspension, "clearly preponderant evidence" is all that is required. Thus, a criminal prosecution will not constitute a prejudicial question even if the same facts and circumstances are attendant in the administrative proceedings.

It should be emphasized that a finding of guilt in the criminal case will not necessarily result in a finding of liability in the administrative case. Conversely, respondent's acquittal does not necessarily exculpate him administratively. [53] (*Emphasis supplied*)

It is not thus sound judicial policy to await the final resolution of a criminal case before a complaint against a lawyer may be acted upon; otherwise, this Court will be rendered helpless from vigorously applying the rules on admission to and continuing membership in the legal profession during the whole period that the criminal case is pending final disposition when the objectives of the two proceedings are vastly disparate. [54]

While the facts and circumstances of the case do not warrant the imposition of so severe a penalty as disbarment, the inherent power of this Court to discipline an errant member of the Bar must, nonetheless, be exercised as it cannot be denied that respondent violated his solemn oath as a lawyer not to engage in unlawful, dishonest or deceitful conduct.[55]

The penalty of suspension for three (3) months recommended by the IBP is not, however, commensurate to the gravity of the wrong committed by respondent. This Court finds that respondent's suspension from the practice of law for One (1) Year is warranted.

WHEREFORE, respondent, Atty. Edilberto D. Pizarro, is SUSPENDED from the practice of law for One (1) Year and STERNLY WARNED that a repetition of the same or similar offense will merit a more severe penalty.

Let copies of this Decision be entered in the personal record of respondent as a member of the Bar and furnished the Office of the Bar Confidant, the Integrated Bar of the Philippines, and the Court Administrator for circulation to all courts of the country.

SO ORDERED.

Panganiban, (Chairman), Sandoval-Gutierrez, Corona, and Garcia, JJ., concur.

[1] TSN, September 13, 2002 at 45.

[2] Exhibit "A", IBP Records at 33.

[3] Rollo at 9.

[4] Id. at 10.

[5] Id. at 13.

[6] Ibid.

[7] Id. at 11.

[8] Ibid.

[9] Id. at 12.

[10] Ibid.

[11] Id. at 14-16.

[12] Id. at 14-15.

[13] Id. at 17.

[14] Id. at 18.

[15] Id. at 19.

[16] Id. at 20.

[17] Exhibit "A", IBP Records at 34.

[18] Rollo at 22.

- [19] Ibid.
- [20] Id. at 23-24.
- [21] Ibid.
- [22] Id. at 21.
- [23] IBP Records at 35.
- [24] Rollo at 1-8.
- [25] Id. at 5.
- [26] Id. at 28-35.
- [27] Id. at 30.
- [28] Id. at 34.
- [29] Id. at 38.
- [30] IBP Records at 4-10.
- [31] Id. at 6.
- [32] Id. at 8.
- [33] Id. at 23-25.
- [34] Exhibit "A", Id. at 33-35.
- [35] Id. at 73-88.
- [36] TSN, September 13, 2002 at 88.
- [37] IBP Records at 11-15.
- [38] Republic Act No. 7586, otherwise known as the National Integrated Protected Areas System Act of 1992.
- [39] Report and Recommendation at 9-11.
- [40] Disbarment and Discipline of Attorneys.
- [41] *Maligsa v. Cabanting*, 272 SCRA 408, 413 (1997).
- [42] Ibid.
- [43] *Lao v. Medel*, 405 SCRA 227, 232 (2003) (citations omitted), *Barnachea v. Quiocho*, 399 SCRA 1, 7 (2003) (citation omitted), *Zaguirre v. Castillo*, 398 SCRA 658, 666 (2003) (citation omitted), *Rivera v. Corral*, 384 SCRA 1, 9 (2002) (citation omitted), *Ong v. Unto*, 376 SCRA 152, 160 (2002) (citation omitted), *Ducat, Jr. v. Villalon, Jr.*, 337 SCRA 622, 628 (2000) (citation omitted), *Cruz v. Jacinto*, 328 SCRA 636, 641 (2000) (citation omitted), *Maligsa v. Cabanting*, 272 SCRA 408, 414 (1997) (citation omitted), *In re Pelaez*, 44 Phil 567, 572 (1923).
- [44] *Co v. Bernardino*, 285 SCRA 102, 108 (1998), *Lizaso v. Amante*, 198 SCRA 1, 11 (1991).
- [45] Establishing and Designating a Parcel of the Public Domain Situated in the Municipalities of Hermosa,

Orani, Samal, Abucay, Balanga, Pilar, Bagac and Morong, Province of Bataan and Municipality of Subic, Province of Zambales, as "Bataan National Park."

[46] N. Peña, N. Peña, Jr and N. Peña, REGISTRATION OF LAND TITLES AND DEEDS, 72 (1994 ed) (citation omitted).

[47] 198 SCRA 1 (1991); Vide: Bautista v. Gonzales, 182 SCRA 151 (1990) where the therein respondent lawyer was suspended for inducing therein complainant to enter into a contract with him for the development into a residential subdivision of a parcel of land while knowing fully well that the said property was already sold at a public auction; Melendrez v. Decena, 176 SCRA 662 (1989) where the therein lawyer was sanctioned for inducing therein complainants to sign real estate mortgages to secure the loan they obtained from him by his false and fraudulent representations that the documents were mere formalities; In re: Atty. Quiambao, 102 Phil 940 (1958) where this Court sanctioned therein respondent lawyer for engineering a scheme to induce therein complainant to purchase a parcel of land knowing fully well that it was not for sale, thereby succeeding in taking P12,000.00 which he appropriated for his own use and benefit.

[48] Lizaso v. Amante, supra at 9-11 (citations omitted).

[49] 285 SCRA 102 (1998).

[50] 405 SCRA 227 (2003).

[51] Zaguirre v. Castillo, 398 SCRA 658, 664 (2003) (citation omitted), Mortel v. Aspiras, 100 Phil 586, 592 (1956).

[52] Vide: De Jesus v. Collado, 216 SCRA 619 (1992).

[53] Gatchalian Promotions Talents Pools, Inc. v. Naldoza, 315 SCRA 406, 413 (1999) (citations omitted).

[54] In re Brillantes, 76 SCRA 1, 15 (1977).

[55] Rivera v. Corral, 384 SCRA 1, 9 (2002) (citation omitted).

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