

**MARTIN GONZALEZ, APPLICANT AND APPELLANT, VS. PONCIANO MAURICIO, OPPOSITOR AND APPELLANT.***G.R. No. 27480. December 31, 1927*

Ponente: OSTRAND, J.

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The subject of the controversy in the two cases here under consideration is the right of possession and title to a parcel of land situated in the municipality of Lubao, Province of Pampanga, and measuring 90 hectares, 57 ares and 92 centares.

The land originally belonged to one Pantaleon Diwa who obtained a titulo real to it in April, 1891. Pantaleon Diwa had a stepson, Benito Luneta Cruz, to whom he conveyed the land in September, 1892. These facts are not disputed, but as to what subsequently occurred, there is in many respects a sharp conflict of testimony.

The evidence for the appellant Martin Gonzalez is to the effect that in December, 1892, Pantaleon Diwa and Benito Luneta Cruz sold the land under pacto de retro to one Jose R. Infante for the sum of P1,500 and for the term of four years, during which period Benito Luneta Cruz would remain in possession of the land as a tenant, paying an annual rent of P180. In 1894 Benito Luneta Cruz became seriously ill, and thereafter his son Mauricio Luneta Cruz was in charge of the cultivation of the land until the outbreak of the insurrection against the Spanish regime in 1896, when he was compelled to leave. Benito Luneta Cruz died in May, 1902, without having redeemed or repurchased the land from Infante. After the death of Benito, Mauricio Luneta Cruz remained as lessee of the land under an arrangement made with Infante and continued as such until 1906 when Infante relinquished his title to the land in favor of Mauricio Luneta Cruz in consideration of the payment of the principal part of the sum for which Infante had purchased the land under pacto de retro in December, 1892, leaving an unpaid balance of only P300. Thereupon Infante, on August 16, 1906, prepared and filed a tax declaration for the land in the name of Mauricio Luneta Cruz (Gonzalez Exhibit 50).

For failure to pay the taxes, the provincial treasurer in 1911 declared the land confiscated and directed a communication to the municipal president of Lubao, ordering him to eject the occupants of the confiscated land. Notwithstanding this order, some of the tenants of Mauricio Luneta Cruz cultivated a small portion of the land and paid rent to him until May or June, 1915, when Mauricio offered to sell the land to Martin Gonzalez for the sum of P1,500 plus the amount required for the repurchase from the Government. Gonzalez accepted this proposition and on June 12, 1915, he and Mauricio Luneta Cruz went to the office of the provincial treasurer and there presented an application for the repurchase of the land, Gonzalez paying the sum of P85.02 for the overdue taxes. The application was granted on August 20, 1915, by the Director of Lands.

The titulo real issued in favor of Pantaleon Diwa was in the possession of Jose R. Infante, but the deed executed by Diwa in favor of Benito Luneta Cruz could not be found, Infante stating that it had been destroyed in a fire during the insurrection against the Americans, in which fire his house burned down. In order to obtain a straight paper title, Gonzalez caused the heirs of Pantaleon Diwa to execute a deed of conveyance of the land in his favor

on August 30, 1915, Mauricio Luneta Cruz and his brother Gregorio signing as witnesses. Of the purchase money, P300 was paid to Infante and P1,200 was paid to Mauricio Luneta Cruz. On the same date Mauricio Luneta Cruz signed an affidavit of transfer of property for tax purposes in which it is stated over his signature that he on that date sold the land to Martin Gonzalez.

On June 2, 1918, Martin Gonzalez presented an application in the Court of First Instance of Pampanga for the registration of a large tract of land including the land here in question. The case was given the number 243 and set down for hearing September 27, 1918. Albina de los Santos et al., Petronila Diwa and Sisenando Turla appeared as opponents, and an order of general default against all other persons was entered.

In February, 1919, the appellant Ponciano Mauricio, alleging to be the successor in interest of the heirs of Benito Luneta Cruz in regard to the land, filed a motion asking that the order of general default be revoked as to him. This motion was denied by the court, but upon a petition for a writ of mandamus, the Supreme Court ordered that the land registration case be reopened and the petitioner permitted to present his proofs.[1] In the meantime, in June, 1919, Ponciano Mauricio brought an action in the Court of First Instance for the recovery of the possession of the land in question (civil case No. 1895 of that court), the plaintiff alleging that he had acquired title to the land by purchase as evidenced by the exhibit attached to the complaint. This document appears in the record as Exhibit H and is in the form of a bilateral deed of sale in which the widow of Benito Luneta Cruz, Gertrudis Sadsad, and his children, Mauricio, Miguel, Gregorio and Restituta Luneta Cruz, declare that they are the owners of the land here in question and that they, in consideration of the sum of P5,000, sell and convey said land to Ponciano Mauricio. It is further provided in the document that the purchase price is not to be paid until possession of the land is recovered through an action in the courts; that all expenses incurred in that action by the purchaser shall be deducted from the purchase price; and that in the event that the action is decided adversely to the purchaser, the sale shall be regarded as rescinded and the purchaser relieved from the obligation to pay the purchase price.

In his answer to the complaint, the defendant Martin Gonzalez set up as a special defense that there was another action pending, and quoted the order of the Court of First Instance denying the motion for the revocation of the order of general default in the land registration case. This answer was filed on September 30, 1919. On April 23, 1923, after the termination of the proceedings in the mandamus case, the defendant filed an amended answer in which he alleged as special defenses that he had acquired the land by purchase in good faith from Mauricio Luneta Cruz, although by reason of the fact that the record title was still in the name of Pantaleon Diwa, the latter's heirs executed the deed of conveyance; that he had in good faith expended more than P19,000 in clearing, plowing, and improving the land in question; and that at the time of the execution and delivery of the deed Exhibit H upon which the plaintiff relies, the title to the land was in litigation as plaintiff well knew, and that the defendant therefore was entitled to be subrogated to whatever rights plaintiff might have acquired by the execution and delivery to him of said deed.

On November 17, 1923, after the filing of the amended complaint, Mauricio, Gregorio and Restituta Luneta Cruz executed the document Exhibit M in which they acknowledged that each of them had received from Ponciano Mauricio the sum of P625 as their respective shares of the purchase price for the land.

The evidence presented by Ponciano Mauricio tends to show that Benito Luneta Cruz possessed and cultivated the land until his death in May, 1902; that upon his death he was succeeded in the possession of the land by his widow, Gertrudis Sadsad, and his four children, Mauricio, Restituta, Miguel and Gregorio Luneta Cruz; that although in 1906 Jose Infante declared the land for taxation in the name of Mauricio Luneta Cruz, the oldest of the children, the land was considered the property of all of the heirs of Benito; that the repurchase of the land from the Government in August, 1915, was made by Mauricio Luneta Cruz himself; that Martin Gonzalez induced

Mauricio Luneta Cruz by fraudulent representations to sign the affidavit of transfer of tax declaration on August 30, 1915, Gonzalez offering to pay the P85.02 required for the repurchase of the land on condition that he be permitted to cultivate the land for a period of one year; that Mauricio Luneta Cruz was not authorized by his co-heirs to enter into that agreement with Gonzalez; that Gonzalez by fraudulent representations induced Mauricio and Gregorio Luneta Cruz to sign as witnesses to the deed executed by the heirs of Pantaleon Diwa in favor of Gonzalez on December 6, 1915; that the land was never sold to Jose R. Infante, and that Infante had possession of the title document of Pantaleon Diwa only for the purpose of instituting a search for the deed executed by Diwa in favor of Benito Luneta Cruz; that Mauricio Luneta Cruz never sold the land to Martin Gonzalez for P1,200 or any other sum; that the agreement was that Gonzalez was to have the possession of the land for only one year; and that by reason of the illegal possession of Gonzalez after the termination of that year, Ponciano Mauricio suffered damages in the sum of P15,000. Upon trial, the court below rendered judgment holding that one-eighth of the land belonged to Martin Gonzalez and that the remaining seven-eighths was the property of Ponciano Mauricio with the obligation on the part of the latter to pay to Gonzalez the sum of P21,151.38 for improvements made upon the land; (2) that the action in ejectment in civil case No. 1895 was improperly brought and was therefore dismissed; (3) that the land could not be registered in the name of any of the parties until the compensation for expenses of improvements had been paid Gonzalez. From this judgment both Gonzalez and Ponciano Mauricio appealed.

Upon appeal the appellant Gonzalez presents twenty-seven assignments of error. The appellant Ponciano Mauricio, has, in violation of the rules of this court, made no formal assignment of errors and his brief should therefore have been stricken from the record, but no motion to that effect was made before the case was submitted for decision and no action with reference to the matter has been taken by the court on its own motion. But though the appellant Mauricio has failed to make formal assignments of error, he has, nevertheless, in his brief raised fully as many points as his adversary, and the discussion in the briefs of both parties has taken a wide range.

From our point of view, the matter in controversy is merely a question of credibility of witnesses, and may be disposed of in comparatively few words; if the witnesses for Gonzalez have told the truth, he has established his case and is entitled to the registration of the land in his favor. If on the other hand, the testimony of Mauricio's witnesses can be believed, Gonzalez is entitled to nothing. We shall therefore not discuss the assignments of error point by point, but shall confine our observations to what we consider the essential features of the case.

After a painstaking examination of the record, we have arrived at the conclusion that as far as veracity of witnesses is concerned, the appellant Gonzalez has much the best of the controversy. His witnesses have probably drawn liberally on their imaginations as to some details, but we find very few, if any, indications in the record of willful falsehood on their part and there seems to be little or no justification for the flood of invective poured upon them in the brief of counsel for Ponciano Mauricio.

On the other hand, the testimony of the principal witnesses for the appellant Mauricio is in some respects deliberately false. We cannot believe the testimony of Sisenando Turla that all of the land in question was under cultivation and planted to rice and sugar cane by the heirs of Benito Luneta Cruz and their tenants up to the time Gonzalez entered into possession. Turla is an intelligent man; he knew the condition of the land, and beyond a doubt knew that the statement was untrue. The same may be said as to the statements of Mauricio and Restituta Luneta Cruz upon the same point; had the condition of the land and the income therefrom been what they said it was, they would have had no trouble in finding money for the taxes on the land which did not at any time exceed seventeen pesos annually. Their statements are also in conflict with the sworn tax declaration of 1906, in which the land is described as uncultivated.

Another and more flagrant instance of false testimony was that of Mauricio and Restituta Luneta Cruz in regard to Exhibit J. In order to rebut the testimony of Gonzalez and others that Jose Infante formerly had a proprietary

interest in the land and to explain why he had the titulo real in his possession, the exhibit mentioned was introduced in evidence by counsel for Ponciano Mauricio. The exhibit purported to be a receipt signed by Jose Infante and in which he stated that he had received the title document from Gertrudis Sadsad for the purpose of instituting a search for the deed executed by Pantaleon Diwa in favor of Benito Luneta Cruz. That the body of the exhibit is not in the handwriting of Infante is obvious to the naked eye. The signature is a better imitation of Infante's writing, but an examination of it through a good lens leaves no doubt whatever that it is a forgery. Yet, both Mauricio Luneta Cruz and his sister Restituta testified under oath that they saw Infante sign the receipt.

The maxim *falsus in uno, falsus in omnibus* is fully applicable to the situation, and the presumption is that a witness who has willfully given false testimony in one detail has also testified falsely in other respects and may be considered unworthy of belief as to the rest of his testimony (*Santissima Trinidad* and *St. Ander*, 20 U. S., 283, 339; *Grimes vs. State*, 63 Ala., 168; *Wilson vs. Coulter*, 51 N. Y. Supp., 804; *White vs. Disher*, 67 Cal., 402). When we in addition thereto consider that forgery has been resorted to in order to strengthen the testimony, we must regard it as practically worthless.

There are other circumstances in the case which render the evidence presented by Ponciano Mauricio unreliable. As has already been stated, his contention is that the land in question subsequent to the death of Benito Luneta Cruz was held in common by his heirs and that it was so held up to the time of the sale to Ponciano Mauricio; that Benito's widow, Gertrudis Sadsad, took possession of the land after the death of her husband; that Infante had nothing to do with the land; that Mauricio Luneta Cruz did not sell the land to Gonzalez but only gave him the possession of it for one year in consideration of the sum of P85.02 paid to the Government for back taxes; that practically all of the land was under cultivation, and that its minimum rental value at the time Gonzalez took possession of it was P20 per hectare. If so, why was not the land declared for taxation in the name of Gertrudis Sadsad who is alleged to have been the owner of an undivided one-half of the land, an interest four times as large as that of Mauricio Luneta Cruz, and if the income of the land was as stated by the witnesses, why was it turned over to Gonzalez for one year? Moreover, if Gertrudis Sadsad and the brothers and sister of Mauricio Luneta Cruz had any interest in the land at that time and had not authorized the transfer of the land, or acquiesced therein, why did they not make any demand upon Gonzalez for the return of the possession of the land? In this connection, it is significant that neither Gertrudis Sadsad nor Gregorio Luneta Cruz testified in the case. It is said by way of excuse that Gertrudis was old and feeble, that she was living in Angeles, some distance from San Fernando, Pampanga, where the sessions of the court were held, and was not in condition to make the journey or to appear in court, but there seems to be no valid reason why her deposition could not have been taken. No excuse has been offered for the failure to take the testimony of Gregorio.

It is asserted by counsel, and much stress has been laid thereon, that Mauricio Luneta Cruz is a very ignorant man; that he was misled and deceived by Gonzalez and did not know the contents of the documents he signed. But the record does not bear out this assertion; judging from his signatures as they appear in the record, his hand-writing is not that of an illiterate man, and he served for six years in the Constabulary.

A number of apparently credible witnesses have testified that ever since the death of his father and up to the time of the transfer of the land to Gonzalez, Mauricio Luneta Cruz was regarded as the exclusive owner of the land; that on various occasions, Gertrudis Sadsad, as well as her sons Gregorio and Miguel, had declared that the land belonged to Mauricio Luneta Cruz and that they themselves had no interest therein; and that Mauricio both in conversation and in writing, declared himself to be the exclusive owner of the land. This testimony is contradicted only by the testimony of Sisenando Turla, Restituta Luneta Cruz, and Mauricio Luneta Cruz himself, but considering the utter unreliability of these witnesses, as has already been shown, we cannot in the light of the circumstances of the case, lend any credence whatever to their testimony. We therefore hold that at least from the

year 1906, the possession of Mauricio Luneta Cruz was adverse to the other heirs of Benito Luneta Cruz; that the sale to Gonzalez was valid; and that the possession of Mauricio Luneta Cruz tacked to that of Gonzalez gave the latter title to the land by prescription.

The appealed judgment is therefore reversed, and it is hereby ordered that the whole of lot No. 2 of land registration case No. 243 of the Province of Pampanga (G. L. R. O. Record No. 14315), excluding only sublots Nos. 2-B and 2-C, be registered in the name of the petitioner Martin Gonzalez and that a certificate of title therefor be issued to him in due time. Civil cause No. 1895 of the Court of First Instance of Pampanga will stand dismissed without costs. No costs will be allowed in this instance. So ordered.

Avanceña, C. J., Johnson, Street, Malcolm, Villamor, and Johns, JJ., concur.

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[1] Decided by resolution of January 13, 1921, not reported.

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