

PEDRO DE LEON, PLAINTIFF AND APPELLANT, VS. FELIPE JUYCO, DEFENDANT AND APPELLEE.*G.R. No. 46153. June 06, 1942*

Ponente: OZAETA, J.

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In his motion for reconsideration of the decision of this Court reversing that of the trial court, counsel for the appellee charges the appellant, who is an attorney at law, with having falsified and forged pertinent portions of the transcript of the stenographic notes and other documents, by which means, it is alleged, he was able to deceive and inveigle this Court into rendering said decision in his favor. This serious accusation, amazing and unparalleled in the annals of judicial proceedings, has been investigated, and it is our disagreeable duty now to pass upon it.

Appellant instituted this action in the Court of First Instance of Pampanga to compel the appellee to allow him to redeem two parcels of land alleged to have been ceded and transferred by appellant to appellee as security for the payment of an indebtedness under the following circumstances :

In civil case No. 4767 of the Court of First Instance of Pampanga, G. R. No. 38432 of this Court, final judgment had been entered and writ of execution had been issued against the herein appellant in favor of one Carmen de los Reyes to satisfy a mortgage on the two parcels of land in question amounting to P7,409. To pay that judgment and an indebtedness of P18,000 which he owed to the herein appellee, the appellant sold, assigned, and transferred to the appellee all right, interest, or participation which he had or might have in the two parcels of land in question in consideration of the said sum of P18,000 and of the assumption by the appellee of the obligation to pay to Carmen de los Reyes the sum of P7,563.48, which was the total amount of the mortgage and expenses of execution. The deed of cession, which was executed by the appellant in favor of the appellee before Notary Public Cipriano B. Castro of this city (Exhibit Q), contains no stipulation for redemption. On the same date, August 30, 1934, Carmen de los Reyes, in a deed of assignment ratified before Notary Public Pablo L. Meer, acknowledged the receipt of the total sum of P7,563.48 from the herein appellee and assigned to the latter the judgment rendered in her favor in said civil case No. 4767 of the Court of First Instance of Pampanga. By virtue of that assignment, the herein appellee procured an alias writ of execution in said case and caused the parcels of land in question to be advertised and sold by the sheriff at public auction to satisfy the judgment assigned to him. That course was taken, instead of merely procuring from Carmen de los Reyes a cancellation of the mortgage, in order to foreclose certain claims of third persons who had procured the annotation of a notice of lis pendens on the Torrens title of the land in question.

After the publication of the notice of sale by the sheriff, various persons, among whom were Juan Salvador and Pedro Salvador, presented third-party claims to various portions of the land in question. The herein appellee filed indemnity bonds to respond against such claims except those of Juan and Pedro Salvador, to which the appellee acceded by executing a document, known in the record as Exhibit V-I, in which he authorized the sheriff to exclude from lot No. 1 the portions claimed by the said claimants. The sheriff's sale of the land to the appellee

was approved by the court, and the Torrens certificate of title was subsequently transferred to him.

Exhibit V-1 is the basic document which is alleged to have been falsified and substituted in the record subsequent to the termination of the trial of this case and prior to its elevation to this Court; and it is to conceal such falsification and substitution that the transcript of the stenographic notes and other documents hereinafter mentioned are alleged to have been altered, falsified and forged. Exhibit V-1 was executed by the appellee in the City of Manila on November 15, 1934, and acknowledged on the same date before Notary Public Jose Galling Serrano. According to the appellee, said Exhibit V-1 as presented in evidence during the trial was either an original document or a signed duplicate, entitled "Escritura de Exclusion," and consisted of three pages, the first page containing a description of the two portions of land to be excluded, and the second, a description of the parcel of land from which those portions were to be segregated. But as elevated to this Court and found in its corresponding place in the pieza of exhibits, it is a mere certified copy issued by the Clerk of the Court of First Instance of Manila as custodian of notarial records, is entitled "Escritura de Exclusion, Etc.", consists of two pages only, and contains in the second page a statement attributed to the appellee that the two parcels of land were ceded and transferred by the appellant to him on August 30, 1934, "como qarantia de la deuda que me tiene contraida el cedente Pedro de Leon, cuya deuda se consigno como precio de cesiun en dicha escritura, pagadera dentro del plazo de cuatro años, y que el cedente continvara en posesion de las citadas parcelas de terreno hasta que se paguc totalmente su deuda, comprometiendome a otorgar, tan pronto como se expida a mi nombre el titulo de las mismas, el documento de option de rescate a favor del referido Pedro de Leon." The underscored quotation did not appear in the document as originally presented in the trial court, according to the appellee.

The principal issue in the trial court was whether the appellant ceded and transferred to the appellee all his right, interest, or participation in the two parcels of land in question in payment of an indebtedness, as contended by the appellee, or merely as a guaranty for the payment of said indebtedness, as contended by the appellant. The document executed by the parties before Notary Public Cipriano B. Castro was an outright deed of cession and transfer—it contained no reservation by the appellant of the right to redeem the land. But in paragraph 5 of his amended complaint the appellant alleged:

"6. Cuando el demandante estaba gestinado dinero para la satisfaccion de la sentencia, y evitar asi que se lleve a cabo la ejecucion de la hipoteca, el demandado so ofrecio a abonar lo que faltaba para la cancelacion de la hipotcca, a condition de que loa inmuebles respondieran del dincro quo asi abonara y ademas del debito quo el demandante tenia con el hasta entonces, todo lo cual, junto con sus intereaes de 5 por ciento mensualea, se calculaba que ascenderian a un total de P18,000, concediendo al demandante un plazo de cuatro años para el pago do la obligacion y continuando el demand ante en la posesion do los inmuebles en consider scion a loa intereses que el dinero devengaria, lo que acepto el demandante, y al objeto de llevar a cfecto lo estipulado, el demandante, en 30 de agosto de 1934, tranafirid au derecho e interes en los biones arriba descritoa al demandado por la mencionada cantidad calculada de P18,000, mediantc una escritura conctbida en los siguientes terminuos." (Pp. 39-40, b. of e.)

and set forth in its entirety the deed of cession ratified before Notary Public Cipriano B. Castro on August 30, 1934. The now much-disputed Exhibit V-1 was not set forth nor even mentioned in said complaint; and it was not relied upon by counsel for the plaintiff in his memorandum submitted to the trial court.

The trial court based its judgment absolving the defendant from the complaint upon the following consideration:

"Pasando ahora a la indicada proposicion de quo el demandante no tiene derecho a ningun remedio, porque no ha acudido al Tribunal con las manos limpias, dicho demandante admitio que el es abogado; que intervino en la preparacion de los documentos a favor del demandado; y que, al redactarse el Exhibit Q, en la forma en que lo esta, su plan consistia en ocultar y poner los terrenos en cuestion fuera del alcanee de sus adversarios en la causa civil No. 4790 de este Juzgado, titulada Pedro Manuel et al. contra Ceroninio de Leon et al., que

entonces estaba pendiente de apelacion en la Corte Suprema, a fin de que, en el caso de quo aquel se fallara en contra suya, resultase ineficaz la sentencia a favor de dichos advorsarios suyos." (1'age 81, b. of e.)

Exhibit Q above referred to by the trial court is the deed of cession executed by appellant in favor of appellee on August 30, 1934, before Notary Public Cipriano B. Castro. The trial court analyzed the contents of said document, noting that it contained no reservation of any right on the part of the appellant nor any indication that it was made merely to guarantee the payment of debts of the vendor to the vendee. The trial court referred to Exhibit V-1 only in this wise:

* * * Respecto a los doa ultimos terceristas, Juan y Pedro Salvador, Felipe Juyco dejo de prestar fianza, porque mucho antes de la subasta habia expresado su conformidad con que las porcionos de terreno reclamadas por dichos torceristas fuesen excluidas de la venta. (Exhibit V-1.)" (Paste 69, b. of c.)

However, when appellant, thru Attorneys Ramon Diokno and Juan Ortega, filocl his brief in this Court on August 24, 1938. his set forth therein Exhibit V-1 as altered, falsified, and forged, according to the appellee, and relied thereon for a reversal of the judgment appealed from. After reading said brief, i. e., on October 1, 11K58, counsel for the appellee filed a verified motion alleging: that Exhibit V-1 had been falsified in that "the statements on page 2 of said exhibit, as it now appears in the records, especially those reproduced in italics on page 13 of appellant's brief, did not appear in the genuine document actually presented at the trial." He cited portions of the transcript of the stenographic nates showing that the attorney for the plaintiff referred to said exhibit merely as "escritura de exclusion de ciertas porciones de los terrenos en cuestion," and not as a guaranty also of an in-debtedness. He prayed the Court to order an investigation of the alleged forgery, the institution of the proper criminal proceedings against the party or parties who might be found responsible therefor, and "the institution of disbarment proceedings against the plaintiff Pedro de Leon, the notary public Jose Galang Serrano, and any other attorney or attorneys who had any participation in, or knowledge of, the commission of said forgery and the use of the forged document in connection with the appeal in this case." To said motion were attached photostatic and certified copies of various documents tending to prove the forgery. Thereupon Attorneys Ramon Diokno and Juan Ortega, who had theretofore represented the appellant, withdrew their appearance in this case and placed themselves at the disposition of the Court "in the investigation applied for by the defendant and appellee relative to Exhibit V-1." On October 27, 1938, the plaintiff-appellant by himself answered the motion of the appellee above referred to; and this Court ordered "that the motion be acted upon when the case is considered on its merits."

On February 28, 1940, this Court promulgated its decision herein, revoking the judgment appealed from and declaring that the plaintiff has the right to repurchase the land described in the amended complaint and in transfer certificate of title No. 8318 within the period of three months from the date the sentence becomes final, by paying to the defendant the total sum of P30,250. In said decision this Court, among other things, said:

"Como cuestion previa la representaciun del demnnado manifiesta en su alefiato que se ilebe determinar suits si el Exhibit V-1 que ahora aparece en el expediente es apocrifo y si, como sostiene, no es el mismo doncumento que se marco como tal Exhibit V-1 durante la vista del asunto. Dicha representation sostiene que la resolucion de la cuestion suscitada es de capital importances porque de ella depende el rosultado del asunto. Convenimos con la representation del demandado en que el resullado del punto controvertido afectara en sus meritos todo el asunto. Si el aludido documento es genuino la decision apelada debs ser revocada y la sentencia debe dictarse en favor del demamiente; si es apocrifo o ha sido falsificado la decision debe ser confirmada y la sentencia debe scr favorable al dcmandado.

* * * * *

"Para determinar acertadamonte si se liicieron las alteraciones alegadas por el demandado hemoa examinado con minuciosidad la transcription de las notas taquigraficas y en ellas hemos encontrado datos que demueatran,

a nuestro juicio, que el Exhibit V-I que ahora aparece en el expediente es el mismo documento que se presentó por el demandante como parte de sus pruebas y que fste o cualquiera persona que hubiera querido ayudarlo no podían haber pensado en falsificarlo porque ello hubiera tendido a desacreditar la propia prueba del demandante."

The Court quoted and relied upon certain portions of the transcript which, as hereinafter pointed out, had been changed and falsified.

In his motion for reconsideration, counsel for the appellee insists that Exhibit V-I was falsified and substituted, and prefers against the appellant additional charges of falsification discovered after the promulgation of the decision of this Court, to wit:

(1) That on October 21, 1939, one year after filing his answer to appellee's motion for investigation of the alleged forgery of Exhibit V-I, the appellant filed in this Court an amended answer to said motion, in which said appellant quoted certain portions of the transcript of the stenographic notes to support his contention that Exhibit V-I had not been tampered with; that, instead of serving upon counsel for the appellee a true copy of said amended answer, which contained fifteen pages, appellant sent him by ordinary mail a false copy of said amended answer which contained only seven pages and in which the quotations from the transcript of the stenographic notes had been omitted to prevent the discovery by counsel that said quotations from the transcript were false; that to said amended answer the appellant attached a supposed certified copy of the memorandum filed by his attorney in the trial court, but that said memorandum, as counsel for the appellee subsequently discovered, had been falsified by the appellant in order to make mention therein of Exhibit V-I as a document of guaranty; and

(2) That appellant had altered and falsified the transcript of the stenographic notes, especially the portions thereof quoted by him in his said amended answer and relied upon by this Court in its decision.

In his answer to appellee's motion for reconsideration, appellant (a) alleged that appellee had sold to Pedro S. Nacu his rights to the decision promulgated in this case, (b) denied each and all of the allegations contained in said motion for reconsideration, (c) alleged that Exhibit V-I attached to the record was the same document presented during the trial, and (d) contended that the falsification of the transcript of the stenographic notes was impossible. In support of his contention that Exhibit V-I attached to the record is genuine, the appellant quoted Exhibits Y and Z, which are letters written by appellant to appellee on March 28 and April 6, 1935, respectively, and which made mention of an option to repurchase.

To said answer of the appellant, counsel for the appellee filed a reply in which he alleged that he had just discovered that appellant had also forged Exhibits Y and Z.

By resolution of this Court of July 27, 1940, the clerk was appointed commissioner to receive the evidence the parties might wish to present in support of their contentions regarding the alleged falsifications. The oral and documentary evidence adduced by the parties before him is now before the Court.

There is one charge of falsification against the appellant, supported by oral and documentary evidence, which he has not attempted to disprove except by a mere denial, and which to our mind clearly convicts him of deceit and bad faith, irrespective of the other charges preferred and proofs of falsification adduced against him by counsel for the appellee. We refer to the charge that he served on counsel for the appellee a false copy of his amended answer to the motion for investigation of the forgery of Exhibit V-I, and that he falsified the copy of the memorandum attached to said amended answer. Said amended answer as filed in this Court (Exhibit FF of the investigation) consists of fifteen pages and contains quotations from the transcript of the stenographic notes and from Exhibits Y and Z; but the copy of said amended answer which counsel for the appellee received from the appellant by ordinary mail (Exhibit EE of the investigation) contains only seven pages and the said quotations were purposely

deleted therefrom. It was precisely those quotations from the transcript of the stenographic notes that this Court relied on in rendering the decision in favor of the appellant. In said amended answer filed in this Court, the appellant further adduced the following argument:

"Ea no solo infundada aino que esta basada en y sobre hechos deliberadamente tergiversados la alegacion del demandado-apelado en su escrito de replica (pags. 3-4) y motion de reconsideration (pag. 5), de fechas 2 y 4 de noviembre de 1938, respectivamente, presentados despues de archivada la contestacion a la petition de fecha 29 de septiembre de 1938, asi como en su alegato (paga. 42-43), de que en el informs del demandante-apelante sometido al Juzgado inferior invariablemente es descrito el Exhibit V-1 como un simple documento de exclusion sin hacerse mencion de 'cesion de terrenos como garantia de deuda.' El informe aludido, copia certificada del cual ee acompaña y se hace parte integrante de esta contestation enmendada, en sus paginas 19 y 34, citadas en dicho escrito de replica y mocion de reconsideracion, en relation con el Exhibit V-1, dice asi:

"Pagina 19—

" 'Exhibit V-1, Escritura de exclusion de las dos porciones, objeto de terceria de Juan y Pedro Salvador, y cesion de dos parcelas de terreno a Felipe Juyco como garantia de la deuda de P18,000 de Pedro de Lc6n, otorgada el 15 de noviembre de 1934;' "

"Pagina 34—

" 'Y es que la conducta del demandado en todo esto encuentra una explicacion en el documento (Exh. V-1), otorgado el 15 de noviembre de 1934, a raiz del endoso al demandante de las tercerias (Exhs. U-1 al W-4, W-6 y W-7) para que dispusiera de las mismas especialmente to las tercerias de Juan y Pedro Salvador (Exhs. W-6 y W-7) que fueron estimadas, excluyendose de la parcela 1 (Lote No. 1, plano Psu-15521) en litigio las porciones, de 22 hectareas de superficie, que se contraen, siendo el Exhibit V-1 la prueba inequivoca del convenio encubierto en la escritura de cesion (Exh. Q); y, por ultimo, el demandante ayudo al sheriff en la preparacion del certificado de venta (Exh. V) porque este funcionario no sabia como excluir tales porciones.' " (Pages 7-8.)

That argument was also omitted from the copy he served on counsel for the appellee.

Pages 19 and 34 of the memorandum quoted by the appellant in his said amended answer appear to have been falsified, as shown by the copy of said memorandum (Exhibit DD of the investigation) which had been duly served on counsel for the appellee and preserved by the latter. The copy of the memorandum served on counsel for the appellee contains the following allusions to Exhibit V-1:

"Page 19—

"Exhibit V-1, Escritura de exclusion de las dos porciones objeto de terceria de Juan y Pedro Salvador otorgado por Felipe Juyco el 16 de noviembre de 1934;"

Page 34—

"La misma conducta del demandado, endosando al demandante las tercerias que se presentaron Vease escritura de exclusion, Exh. V-1); y, por ultimo, el demandante ayudo al sheriff en la preparacion del certificado de venta (Exh. V) porque este funcionario no sabia como excluir talea porcionea (fols. 54-55, n. t.)."

Claro M. Recto, the attorney for the appellee, testified on this point during the investigation as follows:

"Q.

Presenting to you this memorandum which, for purposes of identification, we ask to be marked as Exhibit DD, please tell the Commissioner if you know the same.

"A.

This is the copy of the memorandum presented by Mr. Ortega in the lower court as attorney for the plaintiff, Mr. De Leon.

"Q.

Where did you keep Exhibit DD after receiving it from Mr. Ortega?

"A.

In my law office together with the corresponding files and other papers of the case.

"Q.

Do you know where Exhibit DD is now?

"A.

It is here now, in the custody of the court. I have delivered this Exhibit DD to the Chief Justice and, in turn, the Chief Justice delivered it to the Clerk of this Court for his custody. I had to deliver this also to the Chief Justice when in the course of our inquiry, that is, by my client and my assistant in the office immediately after the promulgation of the decision of this Court, one of my assistants, either Atty. Barredo who is questioning me, or Atty. Macalintal, found out and so reported to me that Mr. De Leon, in his amended answer to our petition for an investigation of the forgery of Exhibit V-1, incorporated a purported copy of the memorandum presented by Atty. Ortega in the lower court trying to show that even in the lower court his attorney had already pointed out in his memorandum the existence of this Exhibit L, and in said amended answer of Atty. De Leon, if my recollection is correct, he quoted a portion of said purported copy of said memorandum. I compared that portion quoted with the corresponding page of this Exhibit DD and I found out that that particular page or pages, I don't remember now how many pages, was or were also falsified.

"Q.

You mentioned a certain petition for the investigation of a falsification. Do you refer to the petition of September 29, 1938?

A.

"Yes.

"Q.

Did you receive a copy of the answer of Mr. De Leon of October 26, 1938?

"A.

I received a copy of the original answer and also after almost a week [a year] a copy of his amended answer.

"Q.

Concerning this pleading consisting of seven pages which for purposes of identification we ask to be marked as Exhibit EE, please tell the Commissioner if this is the copy of the amended answer which you received from Mr. De Leon.

"A.

Yes, this is the copy which I received in my law office before" I was taken ill in 1939 towards the end of the month of October.

"Q.

Do you know where Exhibit EE has been kept from the time it was received?

"A.

Before I delivered it to the Chief Justice, because this was also delivered by me to the Chief Justice, it was kept in the files of my law office.

"Q.

Why did you deliver Exhibit EE to the Chief Justice?

"A.

That afternoon after having delivered to the Chief Justice this copy of my transcript of stenographic notes Exhibit H, I was figuring out when I was going home how it was possible that the Court or the member thereof who penned the decision could have by itself or himself detected or found those particular portions of the transcript of stenographic notes quoted in the decision. After a process of reasoning I concluded that someone must have called the attention either of the Court or the ponente of the decisions to those portions of the transcript which were afterwards quoted in the decision and, of course, my conclusion was that the person who must have called the attention of the Court to those portions of the transcript must have been the same Mr. De Leon. So, on the following day I examined his answer, both the original and the amended answer to our petition for the investigation of the forgery, and I found that there was nothing either in the original or in the amended answer. I then asked, I don't know whether it was Mr. Macalintal or Mr. Barredo, to go to this Court and find out if besides this amended answer Exhibit EE and the original answer, Mr. De Leon had filed with the Court some other pleading or document or memorandum, copy of which has not been served to me in which he pointed out those portions of the transcript, and after Mr. Barredo or Macalintal had made the corresponding inquiry in this Court he reported to me that the supposed original of this amended answer Exhibit EE is entirely different from this copy that was served to me and that while this Exhibit EE, the copy that was served on me, is composed of only seven pages, the original filed with this Court purporting to be the original of this same copy Exhibit EE was composed of, I think, over fifteen pages. So the following of that discovery again I came to the Court and delivered to the Chief Justice Exhibit EE.

"Q.

I am showing you this pleading entitled 'Contestacion Enmendada a la Fictici&n del Demandado-Apelado de fecha 29 de septiembre de 1939.' Please tell the Commissioner if you have ever received a copy of this document which for purposes of identification we ask to be marked as Exhibit FF.

"A.

Never, I have already occasion to examine this at the office of the Clerk of Court on the same day that I delivered to the Chief Justice Exhibit EE because I tried to make a superficial comparison of this Exhibit FF and Exhibit EE." (Pages 103-107, t. a. n.)

When the appellant Pedro de Leon took the witness stand and testified in his behalf during the investigation, all he said with respect to the charge in question was the following:

"* * * Tambien se me atribuye el envlo de copia apocrifa o falsa de la contestacion enmendada, de fecha 21 de octubre de 1939, cuyo original es el Exhibit FF, y la copia falsa del Exhibit EE, yo no he enviado copia falsa de dicha conlestacion enmendada al Sr. Claro M. Recto, ni conozco el Exhibit EE." (page 291, t. s. n.)

Such a half-hearted denial is notoriously unsatisfactory. One cannot fail to note that the appellant does not claim that he served a true copy of the amended answer on counsel for the appellee. His mere disavowal of acquaintance with Exhibit EE certainly cannot overcome Mr. Recto's positive testimony that said exhibit was the copy of appellant's amended answer that appellant had served on him.

As to the falsification of pages 19 and 34 of the memorandum, the appellant did not even make an attempt to deny it.

It would be preposterous to assume that Mr. Recto received a true copy of appellant's amended answer and falsified it later. If he had received a true copy of the amended answer filed by the appellant in this Court, he would have noticed the quotations from the transcript of the stenographic notes, from exhibit Y and Z, and from the memorandum filed in the lower court, and would have then and there discovered the discrepancies between the supposed originals from which the quotations were taken and the copies he had in his file. It is patent that the appellant purposely sent a false copy of his amended answer to the attorney for the appellee in order that the latter might not discover the false quotations by means of which lie succeeded in persuading this Court into believing that Exhibit V-1 as invoked by him was genuine.

This brings us to the forgery of staid Exhibit V-1. We note from the bill of exceptions that while counsel for the appellant embodied in his amended complaint the deed of cession by which the appellee acquired appellant's interest and participation in the land in question and the deed of assignment executed by Carmen de los Reyes in favor of the appellee whereby the latter acquired the former's interest in the said land, both of which documents were favorable to the appellee rather than to the appellant, he did not even mention the document now known as Exhibit V-1, upon which he relies in this appeal. Neither did counsel for the appellant rely upon the said document in his memorandum submitted to the trial court. And the trial court in its decision referred to said Exhibit V-1 merely as "escritura de exclusion." All of this tends to support appellee's contention that said Exhibit V-1 as presented at the trial was an innocuous document proving only that certain portions of the land in question were excluded from the sheriff's sale on account of the third-party claims of Pedro and Juan Salvador.

But there are more tangible proofs of the falsification and substitution of said document, consisting of other series of falsifications apparently committed for the purpose of clothing the falsified document with the appearance of genuineness. We have already alluded to the service by appellant upon counsel for the appellee of a false copy of his amended answer and the undisputed falsification by him of pages 19 and 34 of the memorandum filed by his attorney in the trial court. It will now be necessary for U3 to refer briefly to the falsification of the notarial record, the certification of the Clerk of the Court of First Instance of Manila, and the transcript of the stenographic notes.

Exhibit V-1 was acknowledged before Notary Public Jose Galang Serrano on November 15, 1934, and recorded in his notarial book as document No. 1363. According to the abstract report (Exhibit A-1 of the investigation) submitted by said notary to the Clerk of the Court of First Instance of Manila on December 28, 1934, said document is described in his notarial register as "Escritura de exclusion de dos porciones del Lote No. 1 piano Psu

15521 de la subasta en el asunto civil No. 4767 de Pampanga." But according to the notarial book itself (Exhibit C of the investigation) as subsequently surrendered to the Clerk, the said document is described therein as "Escritura de exclusion de dos porciones del Lote No. 1 piano Psu 15521 de la subasta en el asunto civil No. 4767 de Pampanga, y cesion de dos parcel as de terreno como garantia dc deuda." On December 29, 1937, Notary Public Jose Galang Serrano filed with the Clerk of the Court of First Instance of Manila his signed copy of Exhibit V-1, and on the same date the appellant procured from said official a certified copy of said document, which certified copy is the one now appearing in the record of this case as Exhibit V-1; but inasmuch as Exhibit V-1 was offered in evidence in the trial court in July, 1937, the certification of the Clerk to said Exhibit V-1 was altered to make it appear that it was issued on January 29, 1937, and not on December 29, 1937. The documentary stamp was also substituted so as to do away with the date of issue stamped across the documentary stamp for the purpose of canceling it. The change of date has been conclusively established by the carbon copy of the official receipt issued for the payment of the certification, which bears the date December 29, 1937 (Exhibit N-1 of the investigation), and by the testimony of the employees of the Clerk of Court who intervened in the issuance of said certified copy.

According to Notary Public Jose Galang Serrano, the two versions of Exhibit V-1 were authenticated by him at an interval of one month (sic) at the instance of Pedro de Leon alone and without the presence of Felipe Juyco.

The second version was a forgery. It will be noted that the "Escritura de Exclusion" was executed by the appellee for the guidance of the sheriff of Pampanga. The latter produced the signed duplicate of the first version of said document during the investigation (Exhibit J), from which we quote the pertinent part as follows:

"1," Que las lios (2) porciones de terreno quc tecnica y respectivamente se deseriben a continuacion:

"* * * * *

seran excluidas de la venta en publica subasta de la parcela de terreno que se describe como sigue:

"* * * * *

que se verificara el dia 17 de noviembre de 1934 por el Sheriff de Pampanga en virtud de la ejecucion expedida en el asunto civil No. 4767 del Juzgado de Primera Instancia de Pampanga por no estar incluidas las mismas tanto en la cesion hecha a mi favor de la sentencia en dicho asunto por Carmen de los Reyes, demandante en el mismo, como en la hipoteca de la pareela de terreno (lot No. 1, plan Psu. 15521) ultimamente descrita hecha a favor de la referida Carmen de los Reyes por escritura al efecto otorgada en 31 de octubre de 1930, ratificada ante la fe del Notario Publico de la ciudad de Manila, Dn. Mariano S. Samia, anotada en el Registro Notarial del mismo con el No. 1, pagina 1, Libro II, Serie de 1930, y debidamente inscrita en el Registro de la Propiedad de la Provincia de Pampanga."

That was subsequently altered in the second version to read as follows:

"Que las dos (2) porciones de terreno que tecnica y respectivamente se desriben a continuacion:

"* * * * *

scrán excluidas de la venta en publics aubasta de la parcela de terreno (lot No. 1, plan Psu-15521) descrita en el certificado de Titulo No. 229 del Registro de Pampanga, que se verificara el 17 tie noviembre de 1934 en virtud de una ejecucion expedida, a peticion mia, en el asunto civil No. 4767 del Juzgado de Primera Instancia de Pampanga, para liberar precisamente de toda reclamacion extraña, eapecialmente de las tereerias de Juan y Pedro Salvador, las dos (2) parcelas de terreno (lots Nos. 1 and 2, plan Psu-15521) cedidas a mi por escritura de cesion, de fecha 30 de agosto de 1934, ratificada ante el Notario Publico lie Manila, Don Cipriano B. Castro (Doc. No. 1239, pag. 12, Libro XXXIII, Serie de 1934, Reg. Not.), como garantia de la deuda que me tiene contraida el cedente Pedro de Leon, cuya deuda se consigns como precio de cesion en dicha escritura, pagadera dentro del plazo de cuatro años, y que el cedente continuara en posesion de las citadas parcelas de terreno hasta

que se pague totalmente su deuda, comproratiendome a otorgar, tan pronto se expida a mi nombre el titulo de las mismas, el documento de opcion de rescate a favor del referido Pedro de Leon."

Note that in the authentic version reference is made to the deed of assignment executed by Carmen de los Reyes in favor of Felipe Juyco—which was logical, because that document was the basis of Juyco's right to proceed with the execution sale; but in the second version the reference is made to the deed of cession executed by Pedro de Leon in favor of Felipe Juyco, with the addition that said deed of cession was a guaranty of a debt payable in four years and that the signer (Felipe Juyco) obligated himself to execute the option to redeem in favor of Pedro de Leon—all of which was incongruous, not germane to the purpose for which the document was executed, namely, to authorize the sheriff to exclude the portions claimed by Juan and Pedro Salvador.

Nicolas Castañeda, interpreter of the Court of First Instance of Pampanga who prepared and signed the minutes of the session of the trial court of July 14, 1937, when Exhibit V-1 was presented in evidence (Exhibit CC of the investigation), testified during the investigation that it was his custom to put in the minutes the nature of the document presented in evidence—whether original or certified copy—and that, since the minutes did not state that Exhibit V-1 was a certified copy as it now appears in the piece of exhibits, he could say that what was presented was an original document and not a certified copy. That original document must have been withdrawn by the appellant and substituted with a certified copy of a different version of the same document. Both Felipe Juyco and the instrumental witness Pedro S. Nacu testified that their respective signatures appearing on the purported original of Exhibit V-1 filed in the Archives Division, are forgeries.

It was necessary to alter the transcript of the stenographic notes in order to make it tally with Exhibit V-1 as falsified. For instance, the following portions on pages 52 and 53 of the authentic transcript:

"Sr. ORTEGA. Pedimosa permiao para marcar * * * como Exhibit V-1, la escritura de exclusion de ciertas porciones de los terrenos en cuestion, objeto de tercerias de Juan Salvador y Pedro Salvador

were altered to read as follows:

"Sr. ORTEGA, Pedimosa permiso para marcar * * * como Exhibit V-1, la escritura de exclusion de ciertas porciones del lote No. 1 en cuestion, objeto de tercerias de Juan Salvador y Pedro Salvador, y cesion de dos parcelas de terreno a favor de Felipe Juyco como garantia de la deuda del demandante al demandado * * *."

On page 55 of the transcript the following was inserted:

"Sr. ORTEGA. Pedimos perraiso pant nustituir esta escritura Exhibit V-1, que es lie U oflcina del sheriff, con su copia certificada, marcindola con la misma letra y numero, V-1.

"JUZGADO. Como te pide."

That did not appear in the authentic transcript. On page 86 of the authentic transcript the following answer made by the plaintiff De Leon to a cross-interrogatory of Recto:

"R. No habia necesidad porque el señor Juyco era un hombre de mucho confianza."

was altered to read as follows:

"R. Esa pregunta, como todas las preguntas hasta ahora dirigidas a mi por el Sr. Recto, asume un hecho contrario precisamente a lo establecido en mis anteriores declaraciones, pides el convenio, como ya he dicho repetidas veces, esta constatado en la escritura Exhibit V-1, y tenfa mucha confianza en que el señor Juyco cumpliria con lo convenido."

There are numerous other instances of falsification of the transcript, all tending to make it appear that Exhibit V-1

as altered was the genuine document presented at the trial.

The falsification of the transcript was conclusively established by the testimony given during the investigation by the court stenographer Pablo Angeles-Lorona, who admitted that Recto's carbon copy of said transcript (Exhibit H) is genuine and that the supposed original transcript attached to the record (Exhibit I) does not tally with his original notes (Exhibit G). Appellant's claim that it is the original stenographic notes and not the transcript that must have been falsified to support appellee's motion for reconsideration is absurd.

When and where the transcript was tampered¹ with and falsified, and whether or not it was done with the connivance of stenographer Pablo Angeles-Lorona or any other employee of the court below, we are unable to determine from the evidence before us.

It follows that the decision of this Court under reconsideration must be set aside. Differing from the trial court, which decided the case on what we may call a side issue— namely, whether or not the plaintiff had come to court with clean hands—we prefer to decide it on the principal issue of whether the deed of cession executed by the plaintiff in favor of the defendant was what it purports to be—an outright transfer—or a mere guaranty of an indebtedness. We do not deem it necessary to analyze the oral and documentary evidence adduced by the parties in support of their respective contentions. The preponderance of the evidence in favor of the appellee has been decisively augmented by the fact that the appellant resorted to fraud and forgery to sustain his contention. A party's falsehood or other fraud in the preparation and presentation of his cause, his fabrication or suspension of evidence by bribery or spoliation, and all similar conduct, is receivable against him as an indication of his consciousness that his case is weak or unfounded, and from that consciousness may be inferred the fact itself of the cause's lack of truth and merit (I Wigmore on Evidence, sec. 277, pp. 566-568). That principle finds fit application in the instant case. Appellant attempted to pollute the course of justice. His conduct as a litigant was suicidal.

Wherefore, the judgment appealed from is affirmed, with costs.

Let copy of this decision be furnished the Solicitor-General and the City Fiscal of Manila for appropriate action; and pending the result thereof, the appellant Pedro de Leon is hereby suspended from the practice of law.

Without prejudice to any criminal action that the City Fiscal may also present against Jose Galang Serrano, the latter's commission as notary public is hereby recalled and ordered cancelled. So ordered.

Yulo, C. J., Moran, Paras, and Bocobo, JJ., concur.

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