

THE UNITED STATES, PLAINTIFF AND APPELLEE, VS. FELIX LOPEZ, DEFENDANT AND APPELLANT.*G.R. No. 5509. March 19, 1910*

Ponente: CARSON, J.

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Appellant was charged with the crime of falsification of a public document, in that, as postmaster of the municipality of Indang, he certified certain official vouchers whereby it was made to appear, that the Government of the Philippine Islands was indebted to one Filoteo B. Pepa, for the rent of the building occupied by the post-office in that municipality during several months of the year 1907; and, further, in that he certified in those vouchers that Pepa was of that building, when, as it is alleged, appellant self, in truth and in fact, the owner of the building and the real creditor of the Government for the rent due for its use as a post-office.

Appellant admitted that as postmaster of Indang he certified the vouchers introduced into the record by the prosecution; and that the house rented to the Government, and used by him as a post-office in Indang is and was, at the time when the vouchers were executed, his own property. In explanation of the fact that the vouchers show on their face that the house was rented to the Government by Pepa, that Pepa's name appears therein as the creditor of the Government for the amount of rent accrued at the end of each month, and that Pepa signed the vouchers in the blank space reserved on the voucher form for the name of the person with whom the rental contract was executed and in whose name the warrants for the payment of the rent were to be issued, appellant, corroborated by Pepa himself, testified that he had had an agreement with Pepa, whereby, in consideration of services as clerk, rendered and to be rendered by Pepa while appellant was postmaster, appellant agreed to rent the house of Pepa during the term of his postmastership, and to let Pepa recover the amount of the rent which the Government was to pay for the use of appellant's house as a post-office.

In explanation of the fact that in some of the vouchers (though not in all), the English words "owner of the building" are placed immediately under the name of Filoteo B. Pepa, where it appears in the heading" to the voucher, and in the blank space which the printed guide words indicate as intended for the "address of the creditor," appellant stated that these words were inserted there, in accordance with a sample voucher prepared for him by the postal authorities of Manila, which was made a part of the record, wherein under the blank space reserved for the name of the creditor, and on the line reserved for the address of the creditor, the words "owner of the building" are inserted in typewritings. Appellant states that he thought these English words were intended to designate the person from whom the building was rented by the Government and who was entitled to receive the rent and receipt therefor, and that since he had rented his house to Pepa and given him authority to contract with the Government for the rent, and to receive and receipt for it, the name of Pepa was properly inserted in the blank space which appeared to be reserved in the sample voucher for the person who was at the same time the creditor of the Government and the owner of the rented building.

It was admitted by the prosecution that the accused was duly authorized to expend the amount paid for the monthly rent of the house occupied as a post-office, and there is no suggestion that the appellant received any

undue profit or payment or that the interests of the Government in anywise suffered as a result of the alleged irregularity in the preparation of the vouchers.

It does not appear from the record that there is in these Islands any provision of law, executive order, or other prohibition forbidding the use and occupation as a post-office of a building which is the property of the postmaster in charge of such office; and it nowhere appears from the record in this case that the renting to the Bureau of Posts of a building for use as a post-office by its owner, the post-master, is prohibited either expressly or by implication.

There is no question therefore of the right of the defendant to rent his property, as we hold that the undisputed evidence of record discloses he did, to another, for and in consideration of services rendered and to be rendered, and to authorize his tenant to subrent the property to the Bureau of Posts.

There was no obligation upon the defendant to disclose the details of this arrangement with his tenant, and while it would undoubtedly have been a more open, frank, and honorable transaction had he done so, we are not prepared to hold that the mere fact that the vouchers fail to disclose the nature and details of his contract with Pepa constitutes such a falsification or a perversion of the truth in the relation of the facts set out therein as is defined and penalized by the law. Whether such conduct on his part would justify the postal authorities in relieving him from his office, and putting another in his place, we are not called upon to consider or to decide.

The guilt or innocence of the defendant of the crime with which he is charged turns therefore on the single question whether or not, in certifying as correct the voucher wherein the words "owner of the building" appear after the name of his tenant Pepa, he knowingly certified a false relation of facts in a public document.

The word owner when applied to real estate, without any qualifying words, is generally Understood to mean in both common and legal parlance, prima facie, the person in whom is the fee simple. But the word owner is not uniformly or necessarily used in this sense. It is frequently employed to designate one having a lesser estate in the property, and speaking generally the term may be said to be applicable to anyone having a defined interest in real estate as distinguished from one in naked possession only. Thus it has been applied to "one who owns in fee; the person owning the fee; a person who has an estate in fee simple; the legal owner, or who owns the legal estate in lands; the person entitled to the legal estate in the land; the person having the legal title; any person who has an equitable right to or interest in land; one who has any right which, in law or equity, amounts to ownership in the land - any right of entry upon it, to its possession or enjoyment, or any part of it, which can be deemed an estate in it; any person having a claim or interest in real property, though less than an absolute fee; one having an interest in or claim upon property much less than absolute and unqualified title; any person having an interest in the estate; any person having any estate, interest or easement in property; one who has complete dominion of the property owned; one who has dominion over that which is the subject of the ownership; one who has the right to own; the exclusive right of possession; the legal or just claim of title; the proprietorship; any person who has the usufruct, control, or occupation of the land, whether his interest in it be less than a fee; anyone who has the right of possession to property; occupier; the occupant in possession; any person occupying or cultivating lands; the person or persons who represent a particular piece of property, where there is a unity of possession; a person in receipt of the rack rents; a person who receives beneficial returns from the land; every person in possession or receipt either of the whole or any part of the rents and profits of any land or tenement or the occupation of such land or tenement, other than as tenant from year to year, or for any less term, or as tenant at will; any corporation or person enabled to sell and convey land; any one owning real estate whose interest is subject to payment of judgment." (29 Cyc, 1549 and 1550, and many cases them cited.)

In addition to the foregoing examples of the use of the word, all of which have been recognized by the courts, and

some of which would undoubtedly seem to be broad enough to include the relation which, under his contract, Pepa bore to the house in question, there is in common parlance a loose and ill-defined application of the word to designate one who holds a house on a monthly renting or the like. This use of the English word "owner," while slovenly in the extreme and lacking in precision, is by no means infrequent, and we do not think that we would be justified in holding beyond a reasonable doubt that when the defendant, in a voucher prepared by him in English, a language which he was but superficially acquainted, certified that Pepa was the owner of the house in question, he was knowingly certifying to a statement false in fact, as he understood the meaning of the English words "owner of the building" used therein.

We have no reason to believe that when the postal authorities prepared the sample voucher which was followed by the defendant, and inserted the guide words "owner of the building" under the blank space reserved for the person with whom the rental contract was made, it was their intention thereby to indicate that the rental contract could not and should not be entered into with any other person than the owner in the strictest meaning of that word, that is to say, the person in whom was the fee simple. Indeed so far as it would appear from the record, these guide words were used in their broader colloquial signification, for the purpose of designating any person with lawful authority to make the rental contract; and in that sense, under the facts as herein before set out, the contents of the vouchers in question were in strict accord with the truth, and the defendant can not be held guilty of the crime of falsification.

Whatever may be said as to the wisdom or unwisdom, the propriety or impropriety, of defendant's conduct in concealing or rather failing to disclose his interest in the house rented as a post-office, his failure to make this disclosure in a voucher prepared by him under instructions from his superiors, can not be said to be a falsification of such voucher when it does not appear that there was any obligation upon him to make such disclosure, or that the voucher as submitted contains any statement which is not in accord with the truth.

There was some suggestion in the evidence that the defendant's contract with Pepa imposed upon Pepa the obligation to turn over to defendant a small part of the monthly rent received by him, but we are unable to see how that fact, even if it be admitted as true, affects the main question involved in the case.

The judgment of conviction and sentence imposed by the trial court should be reversed, and the defendant acquitted of the crime with which he was charged and set at liberty forthwith, with the costs of both instances de officio. So ordered.

Arellano, C. J., Torres, Mapa, Johnson, and Moreland, JJ., concur.

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