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Fernando (Chairman), Antonio, Aquino, Concepcion Jr., and *Santos, JJ.*, concur.

SECOND DIVISION

[Adm Case No. L-1768. May 19, 1978]

ANGELES G. DACANAY, *complainant, vs.* **CONRADO B. LEONARDO, SR.**, *respondent.*

SYLLABUS

LEGAL ETHICS; ADMINISTRATIVE COMPLAINT; ABSENCE OF ATTORNEY-CLIENT RELATIONSHIP. — A complaint for unfair dealing against a member of the bar should be dismissed where an attorney-client relationship did not exist between complainant and respondent, the act complained of being a commercial transaction, and it appearing furthermore that in a suit for rescission filed by respondent against complainant they had resolved to amicably settle their differences and had agreed to waive all their claims against each other arising from the transaction.

D E C I S I O N

CONCEPCION JR., *J.*:

Administrative complaint against a lawyer for unfair dealing, and for having allegedly used his knowledge of the law, not to uphold it, but to make a mockery of it.

In her verified letter addressed to the Court dated March 26, 1977, the complainant, Mrs. Angeles G. Dacanay, of Baguio City, stated that she and her family are the owners of the Dacanay Express, Inc., a corporation engaged in the transportation business traversing Ilocos Sur, La Union, Baguio City, and Manila. In view of her and her husband's desire to retire due to their age and because of economic recessions, they decided to sell the business.

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Sometime in November, 1975, complainant met the respondent, Conrado B. Leonardo, Sr., who represented himself to be the president and general manager of LEMARCO, a nationwide marketing corporation, purportedly with established branches from Ilocos Norte to the Visayan and Mindanao regions and whose chairman of the board of directors is Eduardo Romualdez, Jr., a nephew of the wife of the President of the Philippines. Persuaded by his talks and relying upon respondent's being a lawyer whose sworn duty is to uphold the law, the complainant and her husband submitted a sales proposal of the Dacanay Express, Inc., to respondent "which later culminated in a simulated sale on April, 1976. The only consideration we agreed upon was the assumption and settlement of all the obligations of Dacanay Express, Inc. There was no monetary consideration received but an absolute sale was signed. We agreed to sign such a contract after Atty. Conrado Leonardo, Sr., convinced us that to finance the business, he and Mr. Eduardo Romualdez, Jr. will be applying (for) a loan with the Development Bank of the Philippines where they would get the capitalization of one hundred (100) new units and (the) amount necessary to settle all the obligations of Dacanay Express, Inc."

After the execution of the contract, the complainant accompanied the respondent to the various creditors of the corporation to inform them of the new management and the respondent made promises to settle all accounts upon the release of their loan with the Development Bank of the Philippines. The respondent thereafter took over the operations of the corporation and proceeded to loot the corporation of its assets, after which he abandoned the premises, as well as the business. Complainant went to the respondent's office at Makati several times, but failed to see him. When finally they met, they asked him about the assets of the corporation he had disposed of and of the unpaid obligations. They also asked him of the recission of the contract. The respondent became angry, saying that he had spent more than what he had received in selling the property of the corporation, and for him to sign a rescission of contract, they still have to pay him the amount of ₱65,000.00. Complainant then realized that they had become victims of a "big-time swindler."

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Together with the other persons victimized, they sought help from Malacañang.[1]

Required to answer,[2] the respondent claimed that he dealt with the complainant on a purely business transaction and that respondent did not use his knowledge of the law to defraud the complainant, as she was assisted by counsel in the execution of the contract adverted to. He further stated that he had filed an action against the complainant and her family for the rescission of the contract in question,[3] and a compromise agreement[4] was entered into by them, later made the basis of a judgment,[5] wherein both patties agreed to settle their differences amicably and to abstain from filing any case or claim against each other in relation to, and in connection with, the transactions involving the Dacanay Express, Inc.[6]

The record is very clear that there is no attorney-client relationship between the complainant and the respondent and that the act complained of is a commercial transaction between them. Considering that they have resolved their differences by themselves and had agreed to waive all their claims against the other arising from the transaction complained of, the present complaint should be dismissed. Besides, it also appears from the record that the complainant and her family were assisted by an attorney during the negotiations and the execution of the contract so that it cannot be said that advantage was taken of them by the respondent by reason of his being an attorney.

WHEREFORE, judgment is hereby entered dismissing the complaint.

SO ORDERED.

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[1] *Rollo*, p. 2.

[2] *Id.*, p. 9.

[3] *Id.*, p. 25.

[4] *Id.*, p. 32.

[5] *Id.*, p. 24.

[6] *Id.*, p. 22.

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Aquino and *Santos, JJ.*, concur.

Fernando (*Chairman*), *J.*, concurs in the result.

Barredo, J., concurs in the result but I must emphasize that it is not always that a lawyer will not be called to account for taking part or having a hand in a questionable or highly suspicious deal redounding to his personal benefit.

Antonio, J., took no part.

SECOND DIVISION

[G.R. Nos. L-28324-5. May 19, 1978]

THE PEOPLE OF THE PHILIPPINES, *plaintiff-appellee*, *vs.* **RAFAEL MARCO, SIMEON MARCO and DULCISIMO BELTRAN**, *defendants*, **RAFAEL MARCO**, *defendant-appellant*.

SYLLABUS

1. **CRIMINAL LAW; CONSPIRACY; INFERENCE MUST BE INELUDIBLE.** — The fact that the acts of each of three accused followed one after the other in rather fast succession, as if propelled by a common and concerted design does not by itself prove criminal conspiracy. In order that mere simultaneity of the acts of several accused may justify the conclusion that they had conspired together, the inference must be ineludible.

2. **ID.; ID.; CONCLUSIVE PROOF, REQUIRED.** — Conspiracy requires conclusive proof to maintain in full strength the substance of the time-honored principle of criminal law requiring proof beyond reasonable doubt before conviction.

3. **ID.; ID.; GREATER PROOF NECESSARY WHERE ASSAULTS WERE NOT SIMULTANEOUS BUT SUCCESSIVE.** — In a situation where the assaults were not simultaneous but successive, greater proof is demanded to establish concert of criminal design.