

[G.R. No. 1436. January 30, 1904]

THE UNITED STATES, COMPLAINANT AND APPELLEE, VS. JOAQUIN TRILLANES, DEFENDANT AND APPELLANT.

D E C I S I O N

TORRES, J.:

On September 4, 1902, Juan Cantos filed a written information charging Joaquin Trillanes with the offense of *estafa*, alleging that in April, 1901, he delivered to the defendant in the barrio of Mahanadiong, of the town of Taisan, Province of Batangas, for safe-keeping, a white horse of the approximate value of 200 pesos, and that the defendant subsequently sold the said horse to one Pedro Castila without the knowledge or the consent of the complainant.

The complaining witness testified under oath that he was in the barrio of Mahanadiong one day in said month of April, when the accused, with whom he was on very good terms, accosted him and begged him to deliver the horse to him; that he took the horse to the town of Ibaan, delivered it to the defendant as a bailment; that he delivered the horse because at that time the witness was wandering about the country as an insurgent, although on the 15th of March of the next year, 1902, he surrendered to the American authorities; that on account of illness he was unable to go for the horse; that in May, 1902, he saw Trillanes passing by his house, whereupon he called to him, asking him to return the horse, and suggested to him that one of his servants might go with him to bring back the animal; that Trillanes answered him that an American lieutenant by the name of Mannes had borrowed the horse from him, and that as soon as he returned it he would turn it over to Cantos; that a few days afterwards he saw Pedro Castila go by the house riding

the horse, and then he wrote to Trillanes asking him how the horse had been taken from his possession, and to tell him in case it had been seized who had seized it, in order that he might claim it; that Trillanes did not make any reply until after four letters had been sent to him, and then he stated that he had sold the horse for the purpose of reimbursing himself for the expenses incurred for its keep at the rate of 2 reales per diem; that he was ready to have paid Trillanes this amount, and the defendant nevertheless had disposed of his horse; that a merchant of Lipa had offered him 200 Mexican pesos for it, and that he had not wished to sell it; that in October, 1901, when he made demand upon the defendant, by means of a letter, for the return of the horse, the latter answered him that if he returned it and the officer commanding the Scouts of the detachment at Ibaan should know of it, he would fare badly, and perhaps the matter might cost him his life, and for this reason the defendant requested the complainant not to claim back his horse for the time being, for all of which reasons he consented that the horse should be left in Trillanes's possession on account of the fact that he, the complaining witness, was really an insurgent officer at that time, although in March, 1902, he surrendered with his men and arms to the Americans.

Subsequently he discovered that the defendant had sold his horse, and after repeated letters the defendant answered that lie had done so because he had spent a lot of money in maintaining the animal and taking care of it, for which reason he had been compelled to sell it, and that he might as well give up all hope of ever recovering it; that Trillanes claimed that he had given the witness his bay horse in exchange for the latter's white horse; that this was not true because said horse was delivered to him by the defendant in exchange for another horse which Trillanes had lost. A letter (record, folio 25) was exhibited by the complainant, who said that the horse had been sold to Marcelo Liana for \$200, as per document of conveyance which was exhibited in the record; that he had no evidence to prove the deposit, except the letter exhibited, and witnesses to the facts complained of.

The witnesses presented by the complaining witness having been

examined, Pedro Garcia testified that about eight months ago, more or less, Joaquin Trillanes had sold him a white horse for 200 pesos, Mexican currency; that he did not know whether this horse belonged to the defendant or the complaining; witness, Juan Cantos. Sebastian Evora and Crisanto Batjan testified that they were present when the complaining witness, Cantos, being then in the barrio of Mahanadiong about two years ago, had delivered the white horse in question to Joaquin Trillanes for safe keeping. Lupo Castillo testified that one morning in May, 1902, he was in the house of Juan Cantos and met Joaquin Trillanes there; that he heard a conversation in the course of which Cantos proposed to Trillanes to send a man with him to get the white horse which the defendant had in deposit, and that Trillanes told him that there was no need of it because he would send Cantos the horse. Antonio Tiangco testified that the horse belonged to Cantos, he having acquired it from Antero Gutierrez, and that he afterwards saw the horse in the possession of the defendant, but that he did not know how it had come into his hands. Florencio Caedo testified that in August or September, 1901, while he was in the house of Angel Perez in the town of Ibaan, the defendant Trillanes was also there, and that he asked him whether he was willing to sell him the white horse, because he had been informed that it was a handsome animal, and that Trillanes, the defendant, replied that the horse was not his but belonged to one Juan Cantos, and that he did not have it in his possession.

The defendant, Joaquin Trillanes, pleaded not guilty, and testifying on his own behalf, stated that one day, the exact date he did not remember, at the time the American Army was between Santo Tomas and Tauauan in Batangas, the complaining witness, Juan Cantos, appeared in his house in Ibaan, with three soldiers, remaining there until the afternoon of the following day; that the American forces approaching, Cantos was forced to leave, and for that purpose borrowed a bay horse which he never returned; that over a year afterwards Cantos wrote to him telling him to see the white horse which he had in Taisan, and that if he liked it he should keep it in exchange for the bay horse which he had taken from him; that a few days afterwards both the defendant and the complaining witness met at Taisan at the house of Ricardo Tiangco,

and later, fleeing from the Americans, they had rested in a hut out in the fields in the barrio of Panhayaan, where they met Mateo and Isidro Ilustre and other unknown persons, and then and there Cantos made delivery to him of the white horse in exchange for the bay horse; that the persons who were there assembled, as well as the owner of the hut, Moises Sara, had witnessed the exchange, and that afterwards each one went his way; that some months later, and although he had spent a great deal of money in feeding and training the horse, being afraid to lose it on account of the orders for the reconcentration, he sold it to Pedro Castila for the sum of 200 pesos, but after Cantos surrendered the latter asked him for the white horse and whether he still had it, and then he told him that he had sold it to Castila; that it is a fact that he had received letters from Cantos in which the latter demanded of him the return of the horse, to which he replied that he should not take the horse from him because the exchange of the two horses, the bay for the white, had already taken place. The defendant acknowledged as his the letter signed by him (folio 25), and he stated besides that he remembered the horse had been delivered to him on March 20, 1901. He likewise testified that it was true that the complaining witness' brown horse was lost while in his possession, but that he had exchanged this horse with the complaining witness for a chestnut horse; that it was true he had stated to Florencio Caedo when the latter inquired about the white horse that the horse belonged to him, that he had obtained it from Juan Cantos.

The witnesses for the defense, Moises Sara, Mateo Ilustre, and Isidro Ilustre, on being examined, testified that from the morning until the afternoon of March 20, 1901, they were in the company of the complaining witness and the defendant and other people, at the house of the first named, Moises Sara, in the barrio of Panhayaan, and that at that time Juan Cantos proposed to Trillanes the exchange of his bay horse for the white horse, to which Trillanes agreed, and said exchange was agreed upon, so that when Trillanes went away he took with him the white horse and Cantos took the bay horse. Pedro Medrano testified that Trillanes had ordered him to train his bay horse, and that one Sunday afternoon when he was going to ride it the defendant Trillanes told

him that he would no longer have to continue training the horse because his friend Cantos was going to get it. That a year afterwards Trillanes requested him to train the white horse, which according to Trillanes had been given to him in exchange for the bay horse. Damaso Masilang testified that one day while searching for the white horse, which his brother Emiliano used to take care of and which had disappeared from the house, Juan Cantos told him that he had already given the horse to Joaquin Trillanes, the defendant.

Considering the merits of the case according to the rules of sound discretion, the conviction is acquired that in this cause there is not enough evidence to prove the existence of the offense of *estafa* of which the accused is charged, and consequently that the defendant should be acquitted.

An attempt has been made by the prosecution to show that the white horse was delivered to the accused as a bailment, and by the defense that this horse had been received in exchange for another horse of bay color which belonged to the defendant, and which was already in the possession of the complaining witness. In spite of this evidence and of the contents of the letter addressed to the latter by the accused, it is not possible to conclude that the horse in question was really delivered to the defendant for safe-keeping. The oral testimony is conflicting. The writer of the letter, far from acknowledging the proof of deposit, alleges in the letter reasons which tend to show that the delivery of the horse to him was not a bailment.

Therefore there does not exist a preponderance of evidence to determine the existence of the offense and the guilt of the accused, Trillanes, neither is it possible to find beyond a reasonable doubt in view of such evidence that the offense of *estafa*, as defined in article 535, paragraph 5 of the Penal Code, has been committed. Whatever may be the rights which the parties respectively may believe they possess as to the horses in question and as to the reimbursement of the expenses for the feeding and care of the same, they are free to enforce them by civil action.

From what has been stated it is therefore our opinion that the decision appealed from be reversed and the defendant, Trillanes, acquitted with the costs *de officio*. So ordered.

Arellano, C. J., Cooper, Willard, Mapa, McDonough, and Johnson, JJ., concur.

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