

THE UNITED STATES, PLAINTIFF AND APPELLEE, VS. JUAN HERMOSILLA, DEFENDANT AND APPELLANT.*G. R. No. 10541. September 11, 1915*

Ponente: ARAULLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-10541/>**ARAULLO, J.:**

This case was instituted through an information filed by the provincial fiscal in the Court of First Instance of Cebu, on November 19, 1914, charging Juan Hermosilla with the crime of estafa. Judgment therein was rendered on December 22 of the same year, whereby the defendant was sentenced to the penalty of one year and one month of prison correctional, to pay an indemnity of P500 to the offended party, and, in case of insolvency, to suffer the corresponding subsidiary imprisonment, not to exceed one-third of the principal penalty, and to the costs. It was also ordered in the judgment that, when this had become final, the Brazilian bank bill of 500 reis should be burned in court. From this judgment the defendant appealed.

The defendant, having in his possession a bank bill issued by the Government of the United States of Brazil, of the value of 500 reis, equivalent to 54 centavos in money of these Islands, ordered and induced Mamerto Caputulan, on the afternoon of October 3, 1913, to go, just as he did, to the store of the Chinaman Francisco Sepulveda, situated in the pueblo of Danao, Island of Cebu, the defendant Hermosilla remaining in the street outside the store. Then Caputulan, with the said bank bill which had been delivered to him by the defendant, acting in accordance with the plan agreed upon between them and the instructions he had previously received from Hermosilla, proceeded to purchase in the said store goods to the value of P50.12, which amount he paid with the said bill and, for this purpose, assured the owner of the store, the Chinaman Sepulveda, that the bank bill was paper money of the Philippine Islands of the value of P500. Sepulveda, believing these assurances of Caputulan, accepted it and delivered to the latter the goods purchased, besides the change of P449.88 in Philippine currency.

When Caputulan had received the goods and the above-mentioned amount he went out of the store and delivered to the defendant, who was waiting for him outside, the said change of P449.88 Philippine currency; and Lucio Rica, who was there, having been engaged as a carrier by the defendant, assumed charge of the goods and forthwith took them to Caputulan's house.

Prior to this purchase the defendant Hermosilla approached Macario Arias when the latter was working in his field and proposed to him the pledge of a P500 bank bill for the sum of P150, engaging to redeem it afterwards for P170, and for this purpose showed him the bill presented in this case. On another occasion, on a day of the same month and year, the defendant appeared at the house of Mariano Nunez and asked for P150 under security of the pledge of the same P500 bill, the one exhibited in this case. Neither of these two witnesses could furnish the defendant with the amount he desired, wherefore, on October 3, he went to Caputulan's house and begged the latter to assist him in getting the said paper money or bill changed, Hermosilla then and there showing it to him, for he had been unable to obtain money for it from the parties aforementioned, Macario Arias and Mariano Nunez. This same bill is the one exhibited in this case.

Francisco Sepulveda, the owner of the store in which Caputulan, by the defendant's inducement, purchased the said P50.12 worth of goods testified that, as he believed the statements made by the purchaser, Caputulan, he accepted the said bill at the value of P500 and, after collecting the price of the purchases, delivered to Caputulan P449.88 as change for the value of the paper money he had received. Candido Laurel testified that on this occasion he was present in Sepulveda's store, saw the delivery of the change in local currency to Caputulan and, when the latter left the store, also saw him deliver the amount received from the Chinaman to the defendant Hermosilla who was waiting outside. While in the store witness saw the bill at the time Sepulveda received it.

Mamerto Caputulan testified that he purchased goods in Sepulveda's store by the defendant's order; that he paid the price of these purchases, amounting to P50.12, with the bill which for this purpose had been delivered to him by Hermosilla who remained in the street outside the store, waiting for him; that, therefore, after Lucio Rica, by the defendant's order, had taken charge of the goods purchased, Caputulan, still having in his possession the P449.88 change given by the owner of the store, went out of the building and delivered this money to the defendant.

Lucio Rica testified that Mamerto Caputulan and the defendant Hermosilla called him for the purpose of carrying to the house of the first mentioned the goods that Caputulan had purchased in Sepulveda's store which Caputulan alone entered, the defendant Hermosilla remaining outside; that he took charge of the effects acquired in the store and immediately carried them to Caputulan's house. This witness stated, furthermore, that he was afraid and was trembling because of not being accustomed to testify as a witness and because the defendant and one named Sergio had instructed him as to what he should testify, wherefore he was afraid lest he might lie. He said, however, that the testimony he had given was the truth.

The defendant, Juan Hermosilla, in his sworn testimony denied having been on the afternoon of October 3d, 1913, between 6 and 7, in the street near the door of the store of the offended Sepulveda and stated that on that evening, far from being in Danao, he was in the city of Cebu where he remained until the 5th of the same month; denied that he had received the said sum of P449.88 from the hands of Mamerto Caputulan when the latter left Sepulveda's store; that he had previously approached Macario Arias and Mariano Nunez to propose to them to pledge a Brazilian bank bill worth 500 reis for P150; that he had ever seen the said bill exhibited to him on the stand, except when it was shown to him in the office of the prosecuting attorney; that He knew the meaning of the word reis; and also that he had coached the witness Lucio Rica, his cousin, how to testify.

From the facts aforesaid it has been duly proven that the defendant, Juan Hermosilla, did in fact participate in the commission of the crime of estafa, inasmuch as, by his order and in accordance with the instructions which he had given, Mamerto Caputulan, induced by the defendant, succeeded in spending the said 500 reis bank bill as current paper money of these Islands in payment for goods purchased by the defendant's order in the store aforementioned by deceiving the owner thereof into the belief that the said 500 reis bill was worth P500, for, after Caputulan had received the goods purchased, the owner thereof gave him besides P449.88 in change, whereby a positive fraud was consummated to the prejudice of the Chinaman, Francisco Sepulveda, who not only lost goods from said store to the value of P50.12, but also the said amount of P449.88 given to Caputulan in exchange for a bank bill of practically no value, neither the goods nor the money being recovered. This crime falls under the provision of article 534, paragraph 2, and article 535, paragraph 1, of the Penal Code. It is an undeniable fact that Juan Hermosilla had the said bank note in his possession and that, with the intent of deriving unlawful gain therefrom, he successively endeavored to pledge it for P150 to Macario Arias and Mariano Nunez, residents of Danao, by inducing them to believe that it was a genuine P500 note and that he would redeem it afterwards for P170, showing them for the purpose the note attached to page 1 of the record in case No. 3307, prosecuted in the same court against Mamerto Caputulan for estafa. It is likewise well established that the latter, already informed

of the negotiations undertaken by the defendant to secure a loan on the said bill, subsequently received the order to use it as legal current money wherewith to purchase goods in the store of the Chinaman, Sepulveda, as in fact Caputulan did do. In obedience to the orders and acting under the inducement of Hermosilla, Caputulan succeeded in acquiring goods to the value of P50.12 together with the sum aforementioned given as change for the said Brazilian note which Caputulan passed off as legal tender and which the owner of the store accepted as worth P500.

Juan Hermosilla denied the charge and pleaded not guilty. But, notwithstanding the unproven allegations to the effect that Caputulan accused Hermosilla of being the owner of the bill that was tendered in payment for goods purchased at the said store by defendant's order as the result of a conspiracy forged by Caputulan in collusion with other parties mentioned by Hermosilla in his testimony, these allegations, qualified as irrelevant by the court, are, furthermore, not shown by the record to have been duly proved; while the fact that defendant had and possessed the bill was fully proven by the testimony of the witnesses Arias and Nunez and corroborated by the said Mamerto Caputulan and by the witnesses Candido Laurel and Lucio Rica, this latter a near relative of Hermosilla. These parties testified that the defendant was in the street outside the store when Caputulan purchased the goods and received the said amount in change for the bill that served as an instrument wherewith to consummate the deceit, and also when the agent delivered the said sum to the defendant Juan Hermosilla. Caputulan, by the defendant's inducement, succeeded in deceiving the Chinaman, the owner of the store, by means of false statements relative to the genuineness and value of said bank bill as current money. It is true that no other person was present when Hermosilla gave the order and induced Caputulan so to do, but it is unquestionable that the latter, in performing the said acts, did so in obedience to the defendant; and if Caputulan, for having cooperated in the commission of this same crime, was sentenced in the said proceedings brought against him separately therefor, it logically follows that Hermosilla, the principal by inducement, should likewise be punished as the proved perpetrator of the crime under prosecution.

In the commission of the crime there, are no extenuating nor aggravating circumstances to be considered, not even that of premeditation, for, as a general rule, in crimes against property such as, among others, those of robbery, theft, and estafa, the perpetrator thereof resolves to perform the preconceived act only after having carefully thought out the method by which he intends to accomplish it. Premeditation, therefore, is a circumstance ordinarily inherent in the commission of such crimes.

The paper money herein mentioned should be confiscated in order that it be made available, in so far as possible, to cover the pecuniary liability of the defendant. For the foregoing reasons, whereby the errors assigned to the judgment appealed from have been refuted, we should, as we do hereby, sentence the defendant, Juan Hermosilla, to the penalty of six months of *arresto mayor*, to the accessory penalties, to restore the goods purchased from the offended party or their value of P50.12, as well as the sum of "P449.88, and, in case of insolvency, to the corresponding subsidiary imprisonment which shall not exceed one-third of the principal penalty, and to pay the costs. The bank bill hereinbefore mentioned shall be confiscated and the Value thereof applied to cover the pecuniary liability of the defendant. The judgment appealed from is thus confirmed in so far as it agrees with this decision and is reversed in so far as it does not, with the costs of this instance against the defendant. So ordered.

Arellano, C. J., Johnson, Carson, Trent, and Araullo, JJ.. concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.