

THE GOVERNMENT OF THE PHILIPPINE ISLANDS, PLAINTIFF AND APPELLEE, VS. ANTONIO V. HERRERO, DEFENDANT AND APPELLANT.

G.R. No. 11992. August 05, 1918

Ponente: FISHER, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-11992/>

FISHER, J.:

On the 25th day of January, 1910, the appellant and one Jose Robles Lahesa executed to tthe Government of the Philippine Islands a joint and several bond in the penal sum of P200, the conditions of which bond were that—

"Whereas the Director of Constabulary has on the 30th day of June, 1908, issued to the above-bounded Jose Robles Lahesa a license to purchase and keep the following firearms, viz: One revolver—Garland—Cal. 22, No. 4152, and 100 cartridges, and the above-bounded Jose Robles Lahesa has covenanted and agreed and does hereby covenant and agree, that he will safely keep the said firearms, or any of them, and will deliver the same to the Government of the Philippine Islands on demand, and that he will not sell or dispose of these firearms without permission of the Director of Constabulary.

"Now, therefore, if the above-bounded Jose Robles Lahesa shall and will in all^respects duly and truly observe and perform all and singular the aforesaid covenants, conditions, and agreements by the said Jose Robles Lahesa, to be observed and performed, according to the true intent and meaning thereof, then the above obligation shall be void and of no effect; otherwise to remain in full force and virtue."

It is averred in the complaint, and was admitted by appellant in open court, that in consideration of the execution of the bond Robles was given a license to keep a revolver; that he later left the Philippine Islands without informing the authorities of his intention to change his residence; that his present whereabouts are not known; that thereafter the Director of Constabulary in May, 1912, November, 1913, and January, 1914, made written demands upon Robles to bring the revolver and his license "to the office of the Chief of Police of Manila for due inspection," which demands were delivered to the appellant, as one of Robles' bondsmen; that notwithstanding these demands, neither the license nor the revolver has been taken to the office of the Chief of Police of Manila.

Upon these facts the court below held that the conditions of the bond have been broken, and gave judgment against defendant for the payment to the Government of the Philippine Islands of the sum of P200. From this judgment defendant has appealed, and contends that the failure of his principal to produce the revolver and firearms license for inspection is not a breach of the conditions of the bond for which he may be held liable.

The only question is whether the failure of Robles to take the revolver and his license to the office of the Chief of Police for inspection constitutes a breach of the condition that he would "deliver the same to the Government of the Philippine Islands on demand * * *."

Section 14 of The Firearms Act, in force when the bond in question was executed, makes it the duty of any person holding a license to possess firearms to exhibit them, whenever called upon to do so, to the Chief of Police of

Manila, or any of the other officials therein named, and provides that a violation of the provisions of this section may, in the discretion of the Governor-General, be punished by revocation of the license. Section 15 of the same Act requires the Chief of Police to make an annual verification of all arms in the possession of residents of Manila to whom licenses have been issued, and to indorse the fact of such verification, together with a note of the date thereof, upon the license.

It is admitted that Robles has failed to produce his license for verification as required by section 14 of The Firearms Act, and his license, immediately upon that failure, became subject to revocation, in the discretion of the Governor-General. Had the license been revoked and demand thereafter made upon Robles for the delivery of the firearm for surrender thereof to the Government, failure to make such delivery would no doubt have constituted a breach of the terms of the bond here in suit, but it does not appear that the license was ever revoked or that after revocation a demand was ever made upon Robles for the surrender of the revolver. It is obvious that Robles has violated two of the conditions upon which the license was issued, and that it might be revoked for either of those reasons, but the liability of his bondsmen is to be measured by the terms of the contract alone and does not include any obligation imposed upon their principal by the general terms of The Firearms Act but which is not embodied in the bond. With respect to Robles, his obligations arising from the permission granted him to keep a revolver are to be measured by The Firearms Act in general, and by the terms of his contract in particular, but with respect to his sureties, their liabilities are to be measured solely by the terms of the contract subscribed by them. The forfeiture of the license for failure to produce it for inspection under section 14, or for failure to give notice of the change of address under section 13, would not constitute a breach of the obligation of the sureties. They are only liable in the event that Robles does or fails to do one or more of the specific things required by the bond. It does not appear that he has failed on demand to deliver his revolver to the Government of the Philippine Islands. The demand that he produce it for inspection is not a demand for its delivery.

The purpose of this action is to enforce the payment of a penalty. Obligations imposing penalties and forfeitures must be strictly construed, for it is well settled that sureties are only chargeable according to the strict terms of the bond. The terms of their contract are those which measure the extent of their liability. (5 Cyc, 758.) While it is quite probable, upon the facts disclosed by the evidence, that had Robles' license been revoked and demand made upon him for the surrender of the revolver, it would not have been produced, that does not alter the fact that so far it has only been made to appear that he has failed to comply with the demand that his license and the revolver be produced for verification and inspection. The sureties have not agreed that for Robles' failure to do either or both of these things they would pay the penalty of P200 demanded of them.

We are, therefore, of the opinion that the judgment should be reversed, absolving the defendant from the complaint. So ordered,

Arellano, C. J., Torres, Johnson, and Street, JJ., concur.

Malcolm, J., dissents.

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.