

THE PEOPLE OF THE PHILIPPINE ISLANDS, PLAINTIFF AND APPELLEE, VS. CRISPIN IMAN, DEFENDANT AND APPELLANT.*G.R. No. 42660. September 12, 1935*

Ponente: RECTO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-42660/>**RECTO, J.:**

In June, 1932, Crispin Iman, the accused, began courting Corazon Arcadio, the complaining witness, a young girl 17 years of age. For two months his efforts had been unsuccessful. But in August of the same year, after persistent struggle and through promise of marriage, his efforts were reciprocated. On two occasions, the second being April, 1933, they were on the verge of separation, the girl being tired of his indecent proposals repeated time and again during his visits. But every time the complainant intimated to the accused her determination to sever their relations because of his importunities he renewed his protestations of love and the lovers' quarrel was thus patched up. One day in the month of May, 1933, Crispin went to the house of his fiance, her parents then being absent, and availing himself of that opportunity, with a renewal of his promise to make her his wife, he succeeded in betraying her. Believing that she was already lost for having granted him that first favor, the complainant thereafter yielded without restraint to his desires and since then a carnal union replaced their platonic love.

Beginning from the month of October following, upon becoming aware of her pregnancy, the complainant asked the accused if he was ready to fulfill his promise and while at the beginning he answered in the affirmative, in the end he told her that he was not, because he was engaged to another girl. In said month, for a period of two weeks or more, the accused and the complainant lived together in the former's house. In view of such unbearable situation, her parents intervened and reported the matter to the chief of police of Plaridel. This officer sent for the accused who, on November 7th, renewed before the chief of police his promise to marry the complainant. In the end, however, the accused refused to fulfill his promise on the pretext that neither his confessor nor his parents approved of the marriage; that he never loved the complainant; and that he was a Catholic while the girl's parents were members of the Aglipayan Church. Their carnal relations culminated in the pregnancy of the girl who gave birth to a baby boy on March 9, 1934. The letters Exhibits C, C-1 and C-2, as to the genuineness of which we entertain no doubt, written by the accused to the complainant in September, 1933, corroborate the existence of amorous relations between them and that the accused had given to the complainant his promise to marry her. In one of said letters, Exhibit C-2, the accused calls "father" the father of the complainant.

The facts above set out, disclosed by the complainants testimony, her affidavit Exhibit 1 presented by the defense itself without any qualification or condition, as part of its evidence, and by Exhibits C, C-1 and C-2, their existence being, therefore, established by the record in this appeal, constitute, the crime of seduction, defined and punished in article 338 of the Revised Penal Code, to wit, carnal knowledge of a woman above 12 and less than 18 years of age, of chaste life and good reputation, accomplished by means of deceit, the usual form of which according to the doctrine of this court, being an unfulfilled promise of marriage (U. S. vs. Salud, 10 Phil., 206; U. S. vs. Limcangco, 9 Phil., 77; U. S. vs. Dulay, 10 Phil., 302; U. S. vs. Lopez, 14 Phil., 593; Decisions of the Supreme Court of Spain of June 27, 1911; April 30, 1915; November 15, 1912; November 20, and December 12

and 26,1914; October 14,1871; December 24, 1887; October 7, 1874; October 19, 1898).

The appellant contends that, assuming it to be true that in June, 1932, he promised to marry the complainant, inasmuch as the first carnal act took place in March, 1933, nearly one year thereafter, in the absence of proof that during said interval of time he reiterated such promise, it can not be said that the complainant consented to the act upon the faith that such promise would be fulfilled. In the first place it is not true that such promise was made by the appellant only in June, 1932, for it is a fact that it was reiterated shortly before the first sexual act took place between the accused and the complainant as shown by affidavit Exhibit 1, presented in evidence by the accused himself, and by the complainant's answers to questions made to her on this point by the defense counsel. But even if it were true that said promise was made only once, namely, in June, 1932, the circumstance that it has been reiterated and that the sexual act took place eleven months thereafter does not detract from the existence of the offense. The weight of authorities on this question is against the appellant's theory.

"Promise of marriage is one of the essential elements, recognized by the courts, constituting deceit in the crime of seduction and, inasmuch as such fact is established in the decision of the trial court, the appellant's contention as to the necessity that said promise be reiterated under circumstances of strong probability, or that the same has been given before or after the woman has yielded to the importunities of the man carries no weight." (Decision of the Supreme Court of Spain of June 27, 1911.)

"Except where the rule may be otherwise by reason of the construction put upon the particular statute, the general rule is that it is not necessary that the promise be made or renewed at the time, it being sufficient that there was a previous promise through means of which the seduction was accomplished." (57 C. J., 50.)

"We do not think that the promise to marry must have been the immediate (in point of time) inducement to the coition; a yielding upon the faith of a previous promise would be sufficient." (State vs. Smith, 145 S. E., 287.)

"The second assignment of error is based upon the refusal of the trial judge to direct a verdict for the defendant upon the ground that the sexual intercourse between the parties was not had under promise of marriage. The prosecuting witness testified that she did not submit herself to the defendant's sexual embraces until after the promise was made in March, and the defendant himself fixes the first date of such intercourse in the June following. The theory upon which this assignment is rested by counsel, as we understand it, is that, in order to bring the case within the statute, the intercourse must take place either at the time when the promise is made or immediately following it. In our opinion no such limitation can be fairly implied from the words of the act. Its purpose is to protect every young woman of the class mentioned, who, confiding in the honesty of the promise, yields to the solicitations of him who, as she believes, will, sooner or later be her husband, and permits him, as a favor, to enjoy in advance of the marriage ceremony those privileges which after marriage become his of right. The fact that she does not surrender her body to the sexual embraces of her supposed future husband until by lapse of time she has become entirely accustomed to the idea that sooner or later she will become his wife, does not take her out of the protection of the statute." (State vs. Slattery, 74 New Jersey Law Reports, 241-243.)

"It is contended by appellant that there is no proof in this record to show that appellant referred to or repeated the marriage engagement between the parties when he obtained carnal intercourse with Addie Hardin, in the hotel at Van Alstyne; to state the proposition in a different form: that, to constitute seduction at the time the carnal knowledge was obtained, appellant must have then promised to marry the party seduced, or that he must have alluded to the contract of marriage; that it is not sufficient if the parties be engaged to be married, but the engagement or promise must be used at the very time that carnal knowledge was obtained. We do not concur in this contention. The record shows that the appellant was engaged to be married to Addie Hardin; that he had requested her mother to permit him to marry her, to which she had agreed. The record shows that, when they went to the hotel, both claimed to be man and wife. Now, we hold that, if the promise to marry was the moving cause,—that is, if the carnal intercourse was the consequence of a prior promise of marriage,—it does not matter

whether this promise was repeated or not at the time the parties had carnal intercourse with one another. This question arose in *Armstrong vs. People* (70 N. Y., 38). In that case the prosecutrix testified that the promise of marriage was made in the latter part of May, and that the illicit intercourse took place on August 5th thereafter, at the house of Doctor Kimball. The Supreme Court of New York held that, if the promise made in May (being before the seduction) was the cause of the illicit intercourse, that would be sufficient. If the rule were otherwise, in jurisdictions in which the prosecutrix is not permitted to testify, it would be almost impossible to convict; and it would be a rare case, indeed, that proof could be made that the promise of marriage was made at the time of the intercourse, and, even if such proof could be made, it might smack strongly of barter and sale. At any rate, in this state the prosecutrix was not a competent witness; and, under that state of the law, prosecutions have been sustained, all the necessary elements of the crime being established by circumstantial evidence." (*Bailey vs. State*, 38 Southwestern Reporter, 185, 186.)

With respect to this particular question the court has met with some difficulty because the complainant, far from asserting directly and categorically that the first sexual act she had had with the accused was due precisely to the deceitful promise of marriage made by him, stated that one day in the month of May, 1933, shortly after having reiterated to her such promise the accused made her drink a potion, causing her to believe that it would help her digestion, as a consequence of which she was overcome by a general ill feeling to the point of almost losing her consciousness, and while in such a state, the accused succeeded in lying with her. Hence, the appellant contends that in the instant case one of the essential elements of seduction defined and punished in article 338 of the Revised Penal Code is wanting, to wit, that the act be accomplished by means of deceit.

The court holds that there is no sufficient evidence showing that the accused made his sweetheart drink a sleeping potion, and that it was not the means employed to accomplish his purpose. It may then be said that if such were the case, the accused employed no deceitful means, because barring the sleeping potion the offended person has mentioned no other means. The court believes, however, that in order to establish the existence of seduction, a positive and direct statement of the offended party that she yielded to the accused because she was induced and deceived by his promise of marriage, and not for the mere satisfaction of carnal desires, is not necessary, it being sufficient that the conduct of the offended person and the accused and the circumstances of the case, taken as a whole, show that her consent was secured by means of said promise, as in the instant case. / For what other conclusion can be inferred from the fact that the accused and the complainant, having been engaged since June, 1932, she attempted on two occasions to break their engagement simply because he had been annoying her with demands for sexual favor in advance? Had this woman's virtue of chastity not been built upon a strong foundation, would she not have succumbed to the first attempts, without allowing almost one whole year of their engagement to elapse, before the accused succeeded in overcoming, through reiterated promises of marriage, the complainant's last line of resistance, erected against his stubborn importunities? As to her, therefore, it was not the frailties of the flesh which caused her to deviate from the path of virtue; it was no other than his repeated protestations that he would not leave her in disgrace but would redeem in the near future his promise of marriage theretofore made. Similar cases to the one at bar, upon substantially the same facts, have been decided by courts of last resort, wherein it was held that the essential elements of the offense of seduction were present.

"When the judgment admits as facts of record the amorous relations with a view to marriage between the accused and the offended party, and her abandonment after her pregnancy, the court having also held that those facts constitute the crime of seduction defined and punished in article 458, No. 3, of the Penal Code, it is evident that the intervention of the deceit in the offense is admitted and consequently, the appeal based on the lack of evidence showing that fraud intervened in the offense can not be sustained." (Decision of December 2, 1873, Gazette of March 1, 1874.)

"Considering that the promise of marriage given to a member of the opposite sex, above 12 years and less than 23 years of age, voluntarily unfulfilled and without justifiable cause to prevent it, for the wicked purpose of

committing an unlawful act, constitutes the deceit referred to in article 458, paragraph 3, etc." (Decision of October 7, 1874.)

"The case of *State vs. Horton* (100 N. C., 443; 6 Am. St. Rep., 613; 6 S. E., 238), is authority for the position that the state is not required to show that the defendant, in so many words, promised to marry the woman if she would agree to submit to carnal intercourse with him, or, in other words, to show the casual relation between the promise of marriage and the seduction by any set form of words; but it is sufficient if the evidence is such as to convince the jury to the exclusion of all reasonable doubt that the woman is influenced by the promise and the man intended that she should be, or so purposely acted as to produce the impression on her mind that he would keep his promise if she would comply with his request. The jury are to draw their own deduction from the testimony, provided there is even inferentially any evidence of a purpose to violate the statute (*State vs. Ring*, 115 Am. St. .Rep., 759-761.)

"* * * The only serious question presented is whether the circumstances are such as to justify a finding that the seduction was effected with fraud or deceit. When we consider the relation in which these parties had been living in the house of Benedicto Lopez, to whom the girl was related, and who was the adopted father of the-defendant, the evident serious nature of the promise to marry, as shown by testimony of the girl, and the subsequent conduct of the defendant, it is apparent that under the authorities the court properly found that the deceit which is an essential element of the crime of estupro was present. * * *" (*U. S. vs. Lopez*, 14 Phil., 593.)

"The fact that the accused and the young woman seduced lived for months, or during a great many days, in the same house in Tanauan, San Juan de Bocboc, and Lipa, gave opportunity for the intimacy that sprung up between them, the man causing the girl to believe that after some time they would be wedded; so much so that, in response to a remark made by the mother, the girl replied that by reason of her love affairs with the accused her future was assured; undoubtedly trusting to the deceitful promises given by the defendant, a distant relative of hers, it is easily understood how she consented to be seduced by her lover who, willfully failing to comply with the promise so persistently given, has shown that he only made the same with the wicked purpose of committing an unlawful act." (*U.S. vs. Salud*, 10 Phil., 206.)

"* * * proof of circumstances warranting the inference that sexual intercourse would not have been accomplished in the absence of such promise, is sufficient, * * V (57 C. J., 77; *People vs. Wallace*, 109 Cal., 611; 42 P., 159; *People vs. Santos*, 8 Porto Rico, 348.)

The defense of the accused consisted in denying everything except that the admission of which would not in his judgment be prejudicial to him. He denies having had amorous relations with the complainant, or that he ever courted or wooed her. He denies having had carnal relations with her, or that he is the father of the child born of the complainant in March, 1934. When confronted with the fact that the boy resembles him, he gave two explanations both childish and nonsensical, namely, that during the complainant's pregnancy she must have taken a fancy for him, and that one Teopisto, who, according to the accused, had love relations with the complainant, bears a great resemblance to him, only that Teopisto is shorter, thereby implying that the child who resembles him and therefore resembles Teopisto may be Teopisto's as well as his (defendant's) child. With respect to the nature and extent of his relations with the complainant, the accused only admits that they became friends because she often came to draw water from the well in his yard and that as outward expressions of such friendship, the complainant used to tickle the accused, who in turn kissed her or fondled her breasts, and beyond that they dared not venture but discreetly restrained on time the impulses of the flesh. From the evidence of the defense it may be inferred that the complainant's chastity literally was shattered to pieces by reason of her frequent visits to the well in the yard of the accused, and thus as far as he is concerned, the unavoidable fate of the earthen vessel taken to the spring once too often, was repeated in her case.

When the accused appeared before the chief of police of Plaridel whose good offices were sought by the complainant's parents, he made, according to him, before said official, this statement: "If their, purpose is that I

marry their daughter, supposing that she really loves me, they should give me time because my parents are in Bohol and I want to consult them." When he returned from Bohol he did not fulfill his word and said that neither from his parents nor his confessor, before whom he presented his case, did he receive the necessary encouragement for him to marry the complainant. The accused surmises that this prosecution was instituted not by reason of the grave offense which he inflicted upon the complainant in seducing her and abandoning her afterward, but upon the instigation of the Aglipayanos of Plaridel (he being a Catholic), with whom he had had a litigation. The trial judge acted correctly and in conformity with the truth in disregarding the whole story concocted by the accused where both truth and logic, ingenuity and common sense, are conspicuous by their absence.

Wherefore, the court finds Crispin Iman guilty of seduction by means of false promise of marriage under article 338 of the Revised Penal Code, committed against Corazon Arcadio, seventeen years of age, of chaste life and good reputation. As held in the case of *State vs. Smith* (145 S. E., 287):

" 'The statute making seduction a crime is not to punish illicit intercourse, but to punish the seducer who by means of a promise of marriage, destroys the chastity of an unmarried female of previous chaste character, and who thus draws her aside from the path of virtue and rectitude, and then fails and refuses to fulfill his promise,' a character despicable in the eyes of every decent, honorable man."

Finding no error in the judgment appealed from, sentencing the accused to four months of *arresto mayor*, to indemnify Corazon Arcadio in the sum of P500, to acknowledge the child had by him with her and to give it monthly support in the sum of P15 until it arrives at the age of majority, the same is hereby affirmed with the costs of both instances to the appellant. So ordered.

Avanceña, C.J., Abad Santos, Vickers, and Diaz, JJ., concur.

Judgment affirmed.

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.