

THE UNITED STATES, PLAINTIFF AND APPELLEE, VS. FERNANDO JARABAS, DEFENDANT AND APPELLANT.*G.R. No. 5306. December 03, 1909*

Ponente: ELLIOTT, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-5306/>**ELLIOTT, J.:**

The information in this case charges—

"That the said defendants, Mariano Ramos, municipal president, Jose" Gonzaga Changco, municipal treasurer and deputy of the provincial treasurer, and Fernando Jarabas, clerk in the office of the municipal treasurer, of Bacolod, Negros Occidental, during the months of October, November, and December, 1908, being in the exercise of the duties of their respective offices, the first named simulated a contract for the supply of rations to the persons held in quarantine on account of the cholera epidemic with a resident of that town named Isidro Enabe, approved the accounts which the said Fernando Jarabas presented to him, with the forged signature of the said Enabe, made out on the necessary vouchers which were presented by Jarabas for collection to the municipal treasurer, Gonzaga, with the forged signature of the said Enabe, and the said treasurer paid the amount thereof to the said Jarabas, stating on the voucher that payment had been made to Enabe, when as a matter of fact the said Enabe never had any direct or indirect intervention in any of these transactions, and never received any amount whatsoever from any person whatever under the said contract; all this in violation of the statute in such cases made and provided."

Gonzaga demanded and was granted a separate trial. Ramos and Jarabas were tried together. Ramos was absolved, and Jarabas was convicted and sentenced to suffer the penalty of reclusion temporal, and to be confined in the Insular Penitentiary of the Philippine Islands for a period of fourteen years eight months and one day, and to pay a fine of 1,250 pesetas, and to pay one-half the costs of this action, the other half to be taxed de oficio.

On this appeal by Jarabas, the single question is whether the evidence justifies his conviction. It is charged that Ramos simulated a contract between the municipality and one Enabe for the supply by the latter of rations to certain persons held in quarantine; approved certain accounts purporting to have been signed by Enabe, and certified vouchers therefor, which were presented to the treasurer, Gonzaga, by Jarabas, to whom the money was paid; that Gonzaga in his accounts-current with the Government included these vouchers, asserting that the money therefor had been paid to Enabe. Jarabas's part in the transaction consisted in presenting the false and fraudulent accounts and vouchers, and in receiving the money therefor from the treasurer, Gonzaga. The method of procedure was as follows: An itemized account was made out, to which the name of Isidro Enabe was signed. This account was presented by Jarabas to Doctor Torres, the president of the board of health, and by him certified as correct. A municipal voucher was then prepared on a blank furnished by the government authorities, on which was a certificate of correctness purporting to have been signed by Ramos as municipal president. Gonzaga as municipal treasurer then certified that the expense represented by the account had been lawfully incurred under the authority of the municipal council, and that the voucher was payable out of a designated fund. On the voucher there was also a receipt for the amount claimed, purporting to be signed by Isidro Enabe. These vouchers were approved by the municipal council, paid, and the amounts thereof included by Gonzaga in his accounts-current

with the Government. Upon the face of the voucher it appeared that the money was received by Isidro Ensibe, the person to whom the debt was asserted to be owing under the alleged contract with the municipality. The various documents were introduced in evidence, and the Government showed by Enabe that he never had a contract with the municipality to furnish rations, never presented or signed a bill or voucher, and never received any money from the municipality or anyone else in connection therewith. It appeared that while the matter was being investigated Enabe made a statement to like effect in the auditor's office, and that thereafter the defendant Jarabas went to the house of Enabe and told him that if he would testify that the documents were genuine he would be taken care of.

Doctor Torres, the president of the board of health, testified that he treated patients for cholera; that the poor who were quarantined were helped by the municipality, as he was informed by Jarabas, through the contractor Enabe. He never saw Enabe, and had no information with reference to the contract other than that obtained from Jarabas. The bill was presented for the approval of Doctor Torres by Jarabas, who at the time informed Torres that the statement had been signed by Enabe. It appears from the testimony of Doctor Torres and from the Chinaman Uy Cana that certain rice was in fact furnished, paid for by the municipality, and distributed among the poor who were quarantined.

No evidence was offered on behalf of the defendant. The evidence is undisputed that these documents were false, but there is nothing to show that Jarabas had any part in their preparation. It does appear, however, from his statement that the account and receipt had been signed by Enabe, and from his attempt to induce Enabe to testify falsely with reference to the fact that he knew that the documents were not genuine. No other reasonable conclusion can be drawn from all the circumstances and facts in evidence.

The documents were false within article 300 of the Penal Code, and Jarabas was beyond any reasonable doubt guilty of knowingly using them for the purpose of gain, in violation of article 302 of the Penal Code, which provides that—

"He who shall knowingly present in judicial proceedings, or should use with intent to gain, a false document of the kind mentioned in the preceding articles, shall be punished with the penalty lower by two degrees than that prescribed for the falsifier."

The conviction of Jarabas is therefore affirmed, but the sentence is modified, and he is sentenced to two months and one day of arresto mayor, with the accessory penalties, and to pay a fine of P250, and in the event of insolvency to suffer subsidiary imprisonment for the time and in the manner prescribed by law.

Arellano, C.J., Torres, Mapa, Johnson, Carson, and Moreland, 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.