

THE UNITED STATES, PLAINTIFF AND APPELLEE, VS. JOSE GONZAGA CHANGCO, DEFENDANT AND APPELLANT.*G.R. No. 5307. December 03, 1909*

Ponente: ELLIOTT, J.

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The information in this case charges Mariano Ramos, Fernando Jarabas, and Jose Gonzaga Changco with the crime of falsification of public documents, in violation of article 300 of the Penal Code. Ramos was municipal president, Gonzaga municipal treasurer and deputy of the provincial treasurer, and Jarabas a clerk in the office of the municipal treasurer at Bacolod, Occidental Negros. It is charged that during the months of October, November, and December, 1908, while in the exercise of the duties of their respective offices, Ramos simulated a contract between the municipality and one Enabe for the supply of rations to persons held in quarantine, approved certain accounts which Jarabas presented to him with the forged signature of Enabe thereon, and certified to the correctness of the account on vouchers which were thereafter presented by Jarabas to Gonzaga as municipal treasurer for payment, with the forged signature of the said Enabe to the receipt thereon; that Gonzaga as treasurer paid the amounts to Jarabas instead of to Enabe, and included them in his accounts-current with the Government as having been paid to Enabe, when as a matter of fact Enabe never had any such contract, never signed any of the papers, and never received any of the money which was so paid to Jarabas.

Gonzaga demanded a separate trial. Ramos and Jarabas were tried together, and the latter was convicted. Ramos was absolved because the evidence failed to show his connection with the transaction. It will be observed that it is charged that Ramos simulated the contract and approved the accounts; that Jarabas presented the same with the false signatures thereon to Gonzaga, who paid them to him instead of to Enabe, by whom the receipt attached to the voucher purported to be signed, and included the amounts in his accounts-current with the Government as having been paid to Enabe. Gonzaga's part in the transaction as charged consisted then in paying the account presented by Jarabas upon false documents, and afterwards including the same in his accounts-current with the Government. The criminality of his act depended upon his knowledge of the facts that no such contract existed, that Enabe's signature was forged, and that Jarabas was not entitled to receive the money on behalf of Enabe. The court found Gonzaga guilty of the crime of falsification of public documents under article 300 of the Penal Code, and sentenced him 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 further to suffer the penalties of article 56 of the Penal Code, and to pay the costs of this action.

It is evident that this transaction was irregular, and that Jarabas presented false documents to the president of the board of health and to the treasurer, Gonzaga. No contract in fact existed between the municipality and Enabe, and the latter's name was affixed to the accounts and the receipts without his knowledge or consent. But rice was in fact being furnished by the municipality to quarantined persons, and it appears that Jarabas was the person who was attending to its distribution. The accounts and the vouchers were regular in form, and purported to state valid claims and obligations. Knowledge of their falsity was essential to criminality on the part of Gonzaga, and that

knowledge has not been shown. The burden was on the Government to show that Gonzaga was a party to the scheme by which these parties were defrauding the municipality through the preparation and use of false documents, or with knowledge of the fact that the documents were false, he used them for purposes of gain to himself. There is no evidence whatever to connect Gonzaga with the preparation of the documents, and his statement in his accounts current that the money had been paid to Enabe would have been proved in legal effect had the documents been genuine, even though the money, had been actually delivered to Jarabas for Enabe. Payment to an authorized agent is payment to his principal.

The district auditor testified that it was the duty of the treasurer to pay only to the person whose name appeared on the voucher as entitled to receive it, and to see that the receipt was signed in his presence. Our attention has not been called to any such provision of law, but assuming such to be the legal duty of the treasurer, the failure to observe it would not justify his conviction of the crime charged in this information. We can not find the evidence in this record to sustain the conclusion of the trial court that Gonzaga could not help but have known that Enabe had no contract with the municipality, and that he aided in preparing and subsequently used these false documents with the intention to defraud the Government. The judgment is therefore reversed and the defendant absolved, with the costs of both instances de oficio.

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

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