

MALACAÑANG
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER NO. 305

CONSIDERING MR. LICERIO P. SENDAYDIEGO RESIGNED FROM OFFICE AS
PROVINCIAL TREASURER OF PANGASINAN.

This is an administrative case against Provincial Treasurer Licerio P. Sendaydiego of Pangasinan for dishonesty, neglect of duty and incompetence or inefficiency in the performance of official duties. The charges were investigated by a committee created under Administrative Order No. 175 dated July 14, 1969, which found respondent guilty thereof and recommended that he be considered resigned from office.

The case stemmed from the complaint of Governor Cipriano B. Primicias Jr. of Pangasinan charging respondent with "dishonesty, misconduct, neglect of duty and/or incompetence and inefficiency in the performance of his official duties on the basis of six (6) criminal complaints for malversation of public funds thru falsification of public or official documents filed in the Court of First Instance of Pangasinan against Mr. Sendaydiego and others," involving the "total amount of ₱132,606.73 allegedly paid under fifteen (15) provincial vouchers on November 8, 1968 (4 vouchers), December 17, 1968 (3 vouchers), February 17, 1969 (2 vouchers), March 31, 1969 (1 voucher), April 28, 1969 (4 vouchers), and April 29, 1969 (1 voucher), to the prejudice of the provincial government of Pangasinan.

In addition, complainant charged respondent with having allegedly conspired with the acting bookkeeper, the provincial auditor and the senior audit clerk in the processing, passing and payment of Provincial Vouchers Nos. 7469 and 2141, amounting to ₱19,130.72 belonging to the Road and Bridge Fund of the provincial government of Pangasinan, thereby enabling Juan Samson also known as Johnny Samson, the alleged representative or collector of Carried Construction Supply Company, to receive and/or collect in cash the said amount by making it appear in said vouchers that the same was in payment of lumber and hardware materials delivered by the company for use in the repair and reconstruction of provincial bridges mentioned therein when in truth and in fact said creditor company never contracted with the Province of Pangasinan to supply any construction material, much less delivered the same or received the amounts covered by the vouchers.

By agreement of the parties, the evidence adduced by the prosecution and the defense during the preliminary investigation and trial on the merits by the Court of First Instance of Pangasinan of the criminal complaints against respondent was adopted and deemed

reproduced in the administrative investigation. What actually transpired during the hearings held by the investigating committee was mainly the formal offer by both complainant and respondent of copies of the transcripts of the court proceedings as well as documentary exhibits submitted in the criminal cases, and the cross-examination by respondent of four (4) witnesses who were presented by the prosecution at the trial of the cases.

Pursuant to the judgment rendered on December 9, 1970, by the Court of First Instance of Pangasinan in Criminal Cases Nos. 23349, 23350 and 23351, convicting respondent and his co-defendant Samson of the crime of malversation through falsification of public or official documents as defined and penalized under Article 217, paragraph 4, in relation to Article 171, paragraphs 2 and 4 of the Revised Penal Code, the investigating committee found respondent guilty of the herein charges.

I am satisfied that the charges against respondent have been duly proven as found by the Court of First Instance of Pangasinan and the investigating committee. In the trial of the criminal cases, the prosecution presented the following six (6) paid provincial vouchers in support of the falsification charge:

DATE	VOUCHERS		PROJECTS
	NO.	AMOUNT	
Mar. 31, 1969	10724	₱16,727.52	Repair of Libertad Baily Bridge along Umingan-Tayug Road
Apr. 28, 1969	11869	₱6,187.28	Reconstruction of Pangasinan Bridge along Umingan-Tayug Road
Apr. 28, 1969	11870	₱9,290.60	Repair of Cabatuan Bridge along Umingan-Guimba Road
Apr. 28, 1969	11871	₱9,769.64	Repair of Casabar Bridge along Binalonan-San Miguel Road
Apr. 28, 1969	11872	₱4,501.38	Repair of Baracbac Bridge along Umingan-Guimba Road
Apr. 29, 1969	11955	₱14,571.81	Repair of Bayabas Bridge along Urbiztondo-Fasibi Road

The above-specified six (6) vouchers were purportedly signed by the following persons: (1) Salvador F. Oropilla, senior civil engineer; (2) Rodolfo P. Mencias, supervising civil engineer; (3) Ricardo Primicias, representative of the provincial governor; (4) Victoriano Sevilleja, acting provincial engineer (on Voucher No. 10724 only); (5) Licerio P. Sendaydiego, provincial treasurer; (6) Anastacio Querimit, provincial auditor; and (7) Johnny Samson, alleged representative of the Carried Construction Supply Company.

However, except for the signatures of respondent and his two (2) co-accused, Samson and Querimit, those of Oropilla, Mencias, Primicias, Sevilleja and two (2) others appearing on the questioned vouchers and the supporting papers accompanying Voucher No. 10724 were found as forgeries. Considering that it was Samson who handcarried the vouchers and their supporting papers from office to office for processing and signature by the above-named persons, the lower court correctly found that it was Samson who committed the forgery of the questioned signatures and documents and eventually received the corresponding amounts from respondent who was not totally unaware thereof.

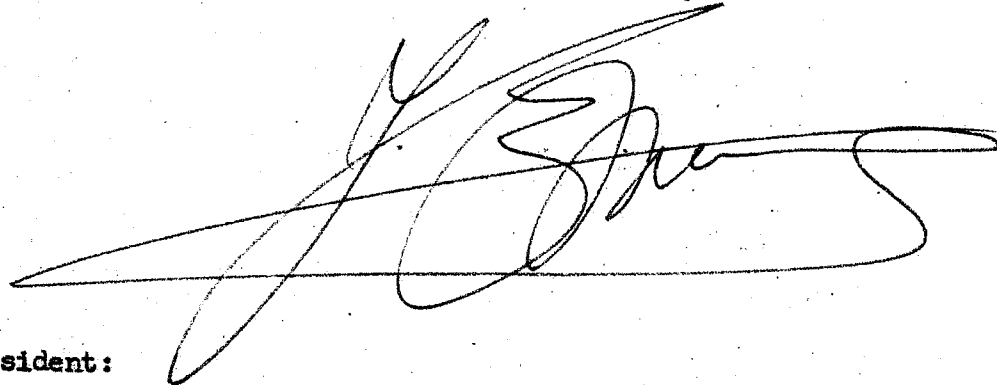
Upon the other hand, the court considered the following circumstances as constituting inefaceable proof of respondent's guilt: (1) respondent signed the six (6) vouchers in question ahead of his assistant, Donato Rosete, when under the rules he shall affix his approval under Item No. 3 thereof only after the assistant provincial treasurer had placed his initial thereon upon proper annotation by the property clerk; (2) while he required the payment in check of Vouchers Nos. 11885 and 10729, among others, involving smaller amounts in favor of a certain lumber company, he discarded the usual mode of paying claims by checks in the case of subject vouchers which involved bigger amounts issued in the name of Carried Construction Supply Company by allowing their payment in cash; and (3) he allowed his co-defendant Samson to receive directly in cash on different dates the total amount of ₱60,997.52 covered by the six (6) vouchers in question without demanding of the latter a power of attorney and without requiring the presence of witnesses to Samson's receipt thereof, in violation of Section 255 in relation to Section 191 of the Revised Manual of Instructions to Treasurers.

In effecting the herein illegal disbursement of public funds, respondent violated Section 3 of Republic Act No. 2264 (Local Autonomy Act) when he approved the purchases covered by Vouchers Nos. 10724, 11869, 11770, 11871 and 11955 involving more than ₱5,000 in each case without the benefit of public bidding, and without conducting any canvass of the prices in the case of the


purchase represented by Voucher Nos. 11872 involving the sum of ₱4,501.38. Then, too, he deliberately ignored Section 752 of the Manual which requires that "the physical checking upon delivery of the supplies and materials should, for audit purposes, be witnessed by representatives of the provincial or city auditor and the provincial or city treasurer concerned" when he failed to cause the inspection by his checkers of the construction materials supposed to have been delivered to various bridge sites by the Carried Construction Supply Company.

Wherefore, and as recommended by the investigating committee, Mr. Licerio P. Sendaydiego is hereby considered resigned from office as Provincial Treasurer of Pangasinan, effective upon receipt of a copy of this decision.

Done in the City of Manila, this 10th day of August, in the year of Our Lord, nineteen hundred and seventy-one.



By the President:



ALEJANDRO MELCHOR
Executive Secretary