



REPUBLIC OF THE PHILIPPINES  
Sandiganbayan  
Quezon City

*Maria Lourdes M. Lobiano*  
ATTY. MARIA LOURDES M. LOBIANO-ALVIOLA  
Executive Clerk of Court II,  
CC Fourth Division, Sandiganbayan

FOURTH DIVISION

PEOPLE OF THE PHILIPPINES,  
Plaintiff

- versus -

STEWART GUADALQUIVER  
LEONARDO,

Accused

CRIM. CASE NO. SB-16-  
CRM-0325

For Violation of Section  
3(e) of R. A. No. 3019

Present

QUIROZ, J., *Chairperson*  
CRUZ, J.  
JACINTO, J.

Promulgated on

NOV 23 2018

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DECISION

CRUZ, J.

In an Information filed with the Court on 1 June 2016, accused Stewart Guadalquiver Leonardo (hereinafter, "Leonardo") stands charged with violation of Section 3(e) of Republic Act (R.A.) No. 3019, known as the Anti-Graft and Corrupt Practices Act. The accusatory allegations of the Information read as follows:

That on or about on (sic) 21 May 2010 or sometime prior or subsequent thereto, in the Municipality of Quezon, Bukidnon, and within the jurisdiction of this Honorable Court, the accused, STEWART G. LEONARDO, Municipal Mayor of the (sic) Quezon, Bukidnon, a high ranking public employee, committing the offense in relation to office, and taking advantage of his position with manifest partiality and evident bad faith, did then and there willfully,

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unlawfully, and criminally secured for himself, in his private capacity, unwarranted benefit and advantage, that while representing the Local Government of the Municipality of Quezon (LGU Quezon) in the auction conducted by the United Auctioneers, Inc. in Olongapo City, for the procurement of the LGU Quezon equipment, he also bid and bought his personal equipment, and thereby made use of the bid deposit in the amount of One Hundred Thousand Pesos (PhP100,000.00) paid for by the LGU Quezon for his personal bid, and applied the same, which was supposed to be deducted from the total purchase price of the LGU Quezon, to the total purchase price of his personal equipment; and that he made sure that his personal equipment will be transported alongside the LGU Quezon equipment in order to avoid incurring expenses for himself in the form of toll fees, shipment costs, and other incidental expenses

CONTRARY TO LAW<sup>1</sup>

On 3 June 2016, the Court issued a hold-departure order against Leonardo.<sup>2</sup>

On 26 September 2016, the Court issued a warrant of arrest against him.<sup>3</sup> He posted cash bond in the amount of ₱30,000.00 for his provisional liberty.<sup>4</sup>

On 5 January 2017, he was arraigned and pleaded "not guilty" to the offense charged in the Information.<sup>5</sup>

### ISSUES

The issue to be resolved by the Court, as agreed upon by both parties, is whether or not there was criminal liability on the part of Leonardo even after he returned Seventy Thousand Pesos (₱70,000.00) and Thirty Thousand Pesos (₱30,000.00) before any complaint was filed and if that was tantamount to a violation of Section 3(e) of R.A. No. 3019, otherwise known as the Anti-Graft and Corrupt Practices Act.<sup>6</sup>

### EVIDENCE FOR THE PROSECUTION

The prosecution presented witnesses **Wilfredo G. Toledo** (Toledo), **Roger F. Bayron** (Bayron) and **Miraflor I. Divinasflores**

<sup>1</sup> Records, Vol 1, pp. 1-2

<sup>2</sup> *Id.*, p. 109

<sup>3</sup> *Id.*, pp. 117-118

<sup>4</sup> *Id.*, p. 129

<sup>5</sup> *Id.*, p. 134

<sup>6</sup> Order dated 3 November 2017, *Id.*, pp. 184-185



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(Divinasflores), whose respective testimonies are summarized as follows:

1. **Toledo**<sup>7</sup> was the Municipal Assessor of the Municipality of Quezon (LGU Quezon), Bukidnon and the Chairman of its Bids and Awards Committee (BAC) at the time material to the case.

Toledo's testimony was dispensed with after the prosecution and defense stipulated on the following facts: (a) that he was the Municipal Assessor and the BAC Chairman of LGU Quezon at the time material to the case; (b) that he secured the bidder's bond for LGU Quezon in the amount of One Hundred Thousand Pesos (P100,000.00); (c) that Leonardo used the P100,000.00 bid deposit to purchase equipment for his personal use; (d) that he actually purchased equipment for his own use; and (e) that the P100,000.00 bid deposit was deducted from the price of the personal equipment purchased by Leonardo. On the other hand, the prosecution agreed that Leonardo was not aware who deducted the P100,000.00 bid deposit from the purchase price, and that he refunded the P100,000.00 to LGU Quezon through installments.

On **cross examination**,<sup>8</sup> Toledo admitted that a bidder only has to pay one bid deposit even if he or she purchases several pieces of equipment. He likewise agreed that when LGU Quezon bought five (5) items and accused Leonardo bought two (2), the auctioneer, United Auctioneers, Inc. (UAI) required only one (1) bid deposit for all seven (7) items. He confirmed that the bid deposit becomes part of the purchase price if the bidder wins, while it is returned if the bidder loses.

2. **Bayron**,<sup>9</sup> at the time material to the case, was Mechanic I of LGU Quezon. His Judicial Affidavit<sup>10</sup> was adopted as his direct testimony.<sup>11</sup> The parties stipulated on the fact that the equipment purchased by LGU Quezon and the equipment bought by Leonardo were transported together.

On **cross-examination**,<sup>12</sup> Bayron stated that he went to Subic along with five (5) other companions and brought with him a withdrawal slip for the release of equipment bought from UAI, as instructed by Leonardo. He admitted that Leonardo did not go with

<sup>7</sup> TSN, 5 February 2018, pp. 11-52

<sup>8</sup> *Id.*, pp. 44-47

<sup>9</sup> *Id.*, pp. 54-81; TSN, 6 February 2018, pp. 9-45

<sup>10</sup> Records, Vol. 1, pp. 301-316

<sup>11</sup> TSN, 5 February 2018, pp. 64-66

<sup>12</sup> *Id.*, pp. 66-82, TSN, 6 February 2018, pp. 9-42



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them, but still arrived at Subic and gave him ₱500.00. He confirmed that he caused to be transported the four (4) dump trucks, one (1) boom truck, one (1) mini excavator and one (1) cab head.

He said that the small backhoe and the cab head were loaded on the boom truck. When they passed through the South Luzon Expressway (SLEX), the four (4) trucks were not weighed and not charged according to their weight. However, he clarified that the boom truck was charged more because of the load on it, and that a receipt was issued indicating the charge for the overload.


He confirmed that LGU Quezon provided him the amount of ₱165,000.00 as cash advance to cover transportation costs for the equipment as well as other expenses. He said that he was able to liquidate the said amount by submitting the receipts and a list of all the expenses incurred during the trip. He admitted that on their way to Mindanao, he met accused Leonardo at Lipata, Surigao City because he already lacked funds to continue with transporting the equipment. He maintained that Leonardo did not give him money but provided all the transported vehicles with diesel.

On **re-direct**,<sup>13</sup> Bayron identified Exhibit "V" as the bill of lading indicating the total amount of ₱3,640.00 that referred to the two (2) pieces of equipment loaded on the boom truck.

On **re-cross**,<sup>14</sup> he admitted that there were no entries under the column "Weight" in Exhibit "V."

Upon **inquiry from the Court**,<sup>15</sup> he clarified that while all the equipment purchased by LGU Quezon had separate bills of lading, the equipment purchased by Leonardo had no bills of lading covering them.

3 **Divinasflores**<sup>16</sup> was the Municipal Accountant of LGU Quezon at the time material to the case. Her testimony was dispensed with after the parties stipulated that she was the municipal accountant of LGU Quezon and a member of the Technical Working Group of the BAC at the time material to the case. Her Judicial Affidavit<sup>17</sup> was adopted as her direct examination.

  
<sup>13</sup> TSN, 6 February 2018, pp. 43-44.

<sup>14</sup> *Id.*, pp. 44-45.

<sup>15</sup> *Id.*, p. 45.

<sup>16</sup> *Id.*, pp. 56-82.

<sup>17</sup> Records, Vol. 1, pp. 288-300.  






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On **cross**,<sup>18</sup> she testified that LGU Quezon paid for the bid deposit for the equipment to be purchased at an auction in Subic. She agreed that the bid amount of ₱100,000.00 would be constant regardless of the number of equipment that will be purchased at the auction. She confirmed that Leonardo was not the one who prepared the statement of account but added that she has no knowledge if the latter caused the crediting of ₱100,000.00 to his personal purchase of equipment.

She further confirmed that the amounts of Seventy Thousand Pesos (₱70,000.00) and Thirty Thousand Pesos (₱30,000.00) were refunded by Leonardo through an emissary as evidenced by Official Receipts dated 8 October 2010 and 18 October 2010, respectively. The total amount of ₱100,000.00 was refunded after she made several oral demands to Leonardo. She said that Leonardo told her that he could not pay yet as he was still expecting some refunds from LGU Quezon.

The prosecution formally offered in evidence<sup>19</sup> the following documentary exhibits:

Exhibit	Description
"A"	Complaint dated 4 January 2011 filed by Gregorio Lloren Gue and Noel Goopio, consisting of 9 pages (original)
"B" and series	Compliance Letter from Municipal Human Resource Management Office of the Municipality of Quezon, Bukidnon dated 18 October 2016 with Service Records of accused Stewart G. Leonardo, consisting of 3 pages (original & certified true copies)
"C"	Sangguniang Bayan of Quezon, Bukidnon Resolution No. 10 <sup>th</sup> SB-2010-27 approved on 11 February 2010, "Authorizing the Local Chief Executive, This Municipality, to Cause for the Procurement of Equipment Hereunder-Specified Out of the Proceeds of this Local Government Unit's Loan with Land Bank of the Philippines (LBP) in Accordance to Procurement Laws, Rules and Regulations (certified true copy)
"D"	Disbursement Voucher No. 100-10-05-6231 dated 5-19-10 for the payment of the bid deposit in the amount of Php100,000.00 (certified true copy)
"E"	Letter dated 28 October 2010 issued by Jose I. Ilar, MPDC and Wilfredo G. Toledo, Municipal Assessor, relative to the Municipality's participation in the auction conducted by United Auctioneers, Inc. on May 21 to 25, 2010 (original)
"F"	Travel Order dated 19 May 2010 approved by accused Stewart G. Leonardo (certified true copy)
"G"	Statement of Account issued by United Auctioneers, Inc. dated 25 May 2010 (certified true copy)

<sup>18</sup> TSN, 6 February 2018, pp. 62-82.

<sup>19</sup> Records, Vol. 1, pp. 473-492.



"G-1"	Acknowledgment receipt dated 21 May 2010 in the amount of PhP100,000.00 issued by United Auctioneers, Inc. to LGU Quezon, Bukidnon (certified true copy)
"G-2"	Bidder's Application and Registration Agreement dated 21 May 2010, indicating that LGU Quezon Bukidnon applied for, and was issued by United Auctioneers, Inc. a Bidding Card and Listing Catalogue No. 103 (certified true copy)
"H"	Letter dated 29 October 2010 prepared by Roger D. Lacubtan, Municipal Budget Officer, addressed to Gregorio Lloren Gue, Municipal Mayor (original)
"I"	Purchase Order No. 767 dated 6-4-10 involving the purchase of five heavy equipment amounting to Php6,387,500.00 (photocopy)
"J"	Obligation Request No. 120-10-07-8606A for the amount of Php6,387,500.00 (photocopy of certified xerox copy)
"K"	Journal Entry Voucher No. 100-2010-06-8136 dated 06-30-2010 (photocopy of certified xerox copy)
"L"	United Auctioneers, Inc. Acknowledgment Receipt No. 036586 dated 06-04-2010 for the amount of Php6,387,500.00 (photocopy)
"M"	United Auctioneers, Inc. Acknowledgment Receipt No. 036575 dated 06-03-2010 for the amount of Php1,570,000.00 (photocopy)
"N"	United Auctioneers, Inc. Acknowledgment Receipt No. 035864 dated 06-21-2010 for the amount of Php100,000.00 (photocopy)
"O"	Official Receipt No. 5624553 dated 10-08-10 for the Refund of Bond Deposit amounting to Php70,000.00
"P"	Official Receipt No. 5624566 dated 10-18-10 for the Refund of Bond Deposit amounting to Php30,000.00 (certified xerox copy)
"Q"	Affidavit of Lore An R. Bacus dated 26 October 2010 (original)
"R"	South Luzon Tollway Corporation Acknowledgment Receipt No. 002 dated 06 June 2010 for the amount of Php2,500.00 (photocopy)
"S"	Bill of Lading No. 0025234 dated 06-07-10 (certified true copy)
"T"	Bill of Lading No. 0025235 dated 06-07-10 (certified true copy)
"U"	Bill of Lading No. 0025236 dated 06-07-10 (certified true copy)
"V"	Bill of Lading No. 0025237 dated 06-07-10 (certified true copy)
"W"	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSL 3084872 dated 06-08-10 (certified true copy)
"X"	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSL 3084870 dated 06-08-10 (certified true copy)
"Y"	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSL 3084871 dated 06-08-10 (certified true copy)
"Z"	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSL 3084869 dated 06-08-10 (certified true copy)
"AA"	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087577 (certified true copy)
"BB"	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087578 (certified true copy)
"CC"	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087576 (certified true copy)
"DD"	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087579 (certified true copy)
"EE"	Inspection & Acceptance Report for the five heavy equipment inspected on 06-08-10 (certified true copy)



"FF"	Journal Entry Voucher No. 8136 (photocopy)
"GG"	Journal Entry Voucher No. 8138 dated 06-30-2010 (photocopy of certified xerox copy)
"HH"	Affidavit of Roger F. Bayron dated 30 November 2010 (original)
"II"	Resolution dated 15 January 2015 in OMB-M-C-11-0036-A entitled "Gregorio L. Gue and Noel Goopio, complainants versus Stewart G. Leonardo and Mirafior I. Divinaflores" (photocopy)
"JJ"	Order dated 15 June 2015 in OMB-M-C-11-0036-A entitled "Gregorio L. Gue and Noel Goopio, complainants versus Stewart G. Leonardo and Mirafior I. Divinaflores" (photocopy)
"KK"	Disbursement Voucher No. 100-10-05-533 in the amount of PhP100,000.00 for the cash advance of Roger Bayron, duly approved by accused Leonardo, in relation to the payment of barge fare and fuel of the equipment bought by the Municipality of Quezon from SBMA (duplicate original/certified true copy)
"LL"	Obligation Request in the amount of PhP100,000.00, duly approved by accused Leonardo for the cash advance of Roger Bayron (duplicate original/certified true copy)
"MM"	Check No. 0124565 dated 31 May 2010 in the amount of PhP100,000.00 payable to Roger Bayron (duplicate original/certified true copy)
"NN"	Disbursement Voucher No. 100-10-06-544 in the amount of PhP65,000.00 for the cash advance of Roger Bayron, duly approved by accused Leonardo, in relation to the payment of barge fare and fuel of the equipment bought by the Municipality of Quezon from SBMA (duplicate original/certified true copy)
"OO"	Obligation Request in the amount of PhP65,000.00, duly approved by accused Leonardo for the cash advance of Roger Bayron (certified true copy)
"PP"	Check No. 0124574 dated 2 June 2010 in the amount of PhP65,000.00 payable to Roger Bayron (certified true copy)
"QQ"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Dump Truck with Serial No. CXZ71J-3002546 in the amount of PhP1,250,000.00 (certified true copy)
"RR"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Dump Truck with Serial No. CXZ21J-2031172 in the amount of PhP1,250,000.00 (certified true copy)
"SS"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Dump Truck with Serial No. CXZ19J-3005269 in the amount of PhP1,300,000.00 (certified true copy)
"TT"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Dump Truck with Serial No. CXZ21J-3001623 in the amount of PhP1,300,000.00 (certified true copy)
"UU"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Cargo with Serial No. CXZ71U-3001181 in the amount of PhP1,200,000.00 (certified true copy)
"VV"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Caterpillar Hydraulic Excavator (with

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	Cabin) with Serial No 212BCR-AEX00664 in the amount of PhP1,250,000.00 (certified true copy)
"WW"	Deed of Sale between United Auctioneers, Inc. and LGU Quezon, Bukidnon for the sale of Isuzu 10W Front Cut with Cabin in the amount of PhP420,000.00 (certified true copy)
"XX"	Payment Receipt dated 5 June 2010 in the amount of PhP6,387,500.00 issued by United Auctioneers, Inc. for the auction sales under Bid Book No. 103 (certified true copy)
"YY"	Payment Receipt dated 4 June 2010 in the amount of PhP1,570,000.00 issued by United Auctioneers, Inc. for the auction sales under Bid Book No. 103 (certified true copy)

Leonardo through counsel manifested that he would no longer file his comment/opposition to the prosecution's Formal Offer of Exhibits.<sup>20</sup> The Court admitted into evidence Exhibits "A" to "YY" for the purposes for which they were offered but subject to the Court's proper appreciation of their respective probative value.<sup>21</sup>

Leonardo filed a Motion for Leave of Court to File Demurrer<sup>22</sup> which the Court denied.<sup>23</sup>

#### EVIDENCE FOR THE DEFENSE

The defense presented witnesses **Constancio L. Butaslac, Jr.** (Butaslac), **Ronaldo D. Loquinario** (Loquinario), **Eduardo E. Raterta** (Raterta) and accused **Stewart Guadalquiver Leonardo** (Leonardo).

1. **Butaslac**<sup>24</sup> was a truck driver employed with LGU Quezon at the time material to the case. His Judicial Affidavit<sup>25</sup> was adopted as his direct testimony.<sup>26</sup>

On **cross-examination**,<sup>27</sup> he admitted that he is presently employed as a truck driver at a company owned by Leonardo. He confirmed that his only participation was to drive the boom truck from Subic to Bukidnon and has no knowledge of the costs incurred in the transport of the equipment and the source of funds used for the purchase of the same.

<sup>20</sup> Order dated 11 April 2018. Records, Vol. 2, p. 10.

<sup>21</sup> Resolution dated 4 May 2018. *Id.*, p. 26.

<sup>22</sup> *Id.*, pp. 40-42.

<sup>23</sup> Resolution dated 26 July 2018. *Id.*, p. 94.

<sup>24</sup> TSN, 8 August 2018, pp. 25-48.

<sup>25</sup> Records, Vol. 1, pp. 452-458.

<sup>26</sup> TSN, 8 August 2018, pp. 29-34.

<sup>27</sup> *Id.*, pp. 35-37.



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Upon **inquiry from the Court**,<sup>28</sup> he replied that four (4) dump trucks and one (1) boom truck were purchased from Subic. He drove the boom truck as instructed by Leonardo. At the time he drove the boom truck, he was still an employee of LGU Quezon. He maintained that he has no knowledge of the budget for their trip to and from Subic because Bayron was the one who handled the money.

2. **Loquinario**<sup>29</sup> was also a truck driver of LGU Quezon at the time material to the case. His Judicial Affidavit<sup>30</sup> was also adopted as his direct testimony.<sup>31</sup>

During the **cross-examination**,<sup>32</sup> he testified that his only participation was to drive the truck and has no knowledge of the source of funds for the purchase of the equipment.

3. **Raterta**<sup>33</sup> was a driver assigned to the Office of the Vice-Mayor of LGU Quezon at the time material to the case. His Judicial Affidavit<sup>34</sup> was likewise adopted as his direct testimony.

On **cross-examination**,<sup>35</sup> he testified that he was the one who drove the motor vehicle assigned to the Office of the Vice-Mayor that Leonardo borrowed to accompany the participants in a seminar for engineers in Tacloban City. He added that they also went to Tacloban because the group of Bayron asked for assistance after being stranded in Lipata, Surigao City, allegedly due to lack of fuel for the trucks that were bought in Subic. He stated that when they arrived in Lipata, the other passengers got off the vehicle and rode a barge to Tacloban, while he and Leonardo proceeded to the place where Bayron and his group were stranded. He admitted that he has no personal knowledge of the purchase of equipment in Subic and their transport from Subic to Bukidnon.

On **re-direct**,<sup>36</sup> he stated that when they met Bayron, Leonardo gave the former Thirty Thousand Pesos (P30,000.00) as budget to continue their trip from Subic to Bukidnon.

<sup>28</sup> *Id.*, pp. 45-48

<sup>29</sup> *Id.*, pp. 49-59

<sup>30</sup> Records, Vol. 1, pp. 459-464

<sup>31</sup> TSN, 8 August 2018, pp. 53-56

<sup>32</sup> *Id.*, pp. 57-58

<sup>33</sup> *Id.*, pp. 61-84

<sup>34</sup> Records, Vol. 2, pp. 98-102

<sup>35</sup> TSN, 8 August 2018, pp. 65-84

<sup>36</sup> *Id.*, pp. 72-74

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On **re-cross**,<sup>37</sup> he said that the ₱30,000.00 was from Leonardo, but later on confirmed that he was unsure as to whether the money was from LGU Quezon or from Leonardo's personal funds.

On **query from the Court**,<sup>38</sup> Raterta clarified that Leonardo personally informed him on 9 June 2010, while on their way to Tacloban City, that Bayron's group was stranded in Lipata, Surigao City because the trucks the latter were driving ran out of fuel and that they had no more money for their trip to Quezon, Bukidnon. He admitted that he saw Leonardo hand over the money to Bayron when they met but he did not have personal knowledge if the amount was in fact ₱30,000.00. He also had no knowledge how Bayron spent the money given by Leonardo.

4. **Leonardo**<sup>39</sup> was the Municipal Mayor of LGU Quezon at the time material to the case. His Judicial Affidavit<sup>40</sup> was adopted as his testimony on direct examination.<sup>41</sup>

During **cross-examination**,<sup>42</sup> he testified that in May 2010, he went to Subic with the Technical Working Group and the members of the BAC to participate in an auction of various equipment. He clarified that out of the total price of Eight Million Fifty-Seven Thousand Five Hundred Pesos (₱8,057,500.00) for the purchased equipment, LGU Quezon paid for Six Million Three Hundred Eighty-Seven Thousand Five Hundred Pesos (₱6,387,500.00), while the difference was the amount that he paid for his personal purchase.

He clarified that in relation to the purchase, a bid deposit was placed in the amount of One Hundred Thousand Pesos (₱100,000.00) and this deposit covered not only one equipment but all items which a bidder intends to purchase. This bid deposit will eventually be deducted from the purchase price of the equipment if sold and will be refunded to the bidder if not sold.

He stated that he did not approve a disbursement voucher specifically for the payment of ₱100,000.00 because such amount was already included in the approved budget for the purchase of the equipment. However, he agreed that the bid deposit was paid by LGU Quezon and that he did not give a deposit for his personal purchase.

<sup>37</sup> *Id.*, pp. 74-77

<sup>38</sup> *Id.*, pp. 78-84

<sup>39</sup> TSN, 9 August 2018, pp. 4-47

<sup>40</sup> Records, Vol. 1, pp. 328-333

<sup>41</sup> TSN, 9 August 2018, pp. 5-10

<sup>42</sup> *Id.*, pp. 11-38



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He added that if the bidder purchases an equipment, the bid deposit will be deducted from the purchase price. He admitted that the deposit made by LGU Quezon was credited to his purchase so that from the original amount of One Million Six Hundred Seventy Thousand Pesos (P1,670,000.00), he only had to pay One Million Five Hundred Seventy Thousand Pesos (P1,570,000.00). But he clarified that while there was a separate bill for his purchase, he was not in possession of it and he merely gave the money to Toledo, the head of the BAC, after the latter informed him of the amount to be paid for the equipment that he purchased for his personal use. He stated that at that time, he was unaware that the bid deposit was deducted from his purchase.

Upon inquiry from the Court,<sup>43</sup> he answered that the bid deposit was supposed to be deducted from the total price of the purchase by LGU Quezon and his personal purchase. However, he was not aware why it was deducted from his purchase only, since he was not even aware of the total cost of his items because the BAC never gave him a statement.

Still on cross examination, he stated that he was advised by someone from the Accounting Office that he should pay P100,000.00 because the bid deposit was deducted from his purchase only. He mentioned that he followed such advice and paid LGU Quezon such amount in installments. He first paid Seventy Thousand Pesos P70,000.00 and then Thirty Thousand Pesos (P30,000.00) four (4) days after. He said that he only paid P70,000.00 first because he was waiting for Bayron to liquidate the P30,000.00 that he gave the latter to rescue them from being stranded in Lipata.

On re-direct,<sup>44</sup> he said that while the trip to the Subic auction was official in nature, he saw some pieces of equipment that caught his attention so he also placed a bid for himself. He stated that he asked the auctioneer if he also had to secure a bid book for his own purchase, but the latter told him it was not necessary and they would just use the bid book secured by Toledo for LGU Quezon.

On re-cross,<sup>45</sup> he admitted that even before he became a mayor, he was already engaged in the trucking business for thirty (30) years.

 <sup>43</sup> *Id.*, pp. 26-27

<sup>44</sup> *Id.*, pp. 39-42

<sup>45</sup> *Id.*, pp. 43-45 



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The Court inquired<sup>46</sup> as to how Leonardo paid for his purchase of the two (2) pieces of equipment, to which he replied that he paid the amount through bank transaction. He also said that he had no copy of the billing statement for his purchase and he merely relied on what Toledo told him. But he agreed that he was the one who made the bid for the full price of ₱1,670,000.00 for his personal purchase.

The defense formally offered in evidence the following documentary exhibits:<sup>47</sup>

Exhibit	Description
"1"	Official Receipt No. 5624553 dated 10/04/10 issued by the Municipality of Quezon, Bukidnon for the sum ₱70,000.00
"2"	Official Receipt No. 5624556 dated 10/08/10 issued by the Municipality of Quezon, Bukidnon for the sum ₱30,000.00
"3"	Payment Receipt No. PR10-1726 dated 05 June 2010 issued by United Auctioneers, Inc. to Wilfredo G. Toledo for the sum ₱6,387,500.00
"4"	Payment Receipt No. PR10-1713 dated 04 June 2010 issued by United Auctioneers, Inc. to Wilfredo G. Toledo for the sum ₱1,570,000.00

The Court admitted into evidence Exhibits "1" to "4"<sup>48</sup> for the purposes for which they were offered but subject to the Court's proper appreciation of their respective probative value.<sup>49</sup>

The parties filed their respective Memoranda.<sup>50</sup>

#### THE FACTS

The facts, as established by the documentary and testimonial evidence on record, are as follows:

Leonardo was the Municipal Mayor of LGU Quezon, Province of Bukidnon from 2007 to 2010.<sup>51</sup>

The *Sangguniang Bayan* of LGU Quezon issued Resolution No. 10<sup>th</sup> SB-2010-27<sup>52</sup> on 11 February 2010, authorizing Leonardo, as the Municipal Mayor, to cause the procurement of several units of trucks.

  
<sup>46</sup> *Id.*, pp. 45-47

<sup>47</sup> Records, Vol. 2, pp. 117-120.

<sup>48</sup> Should be "4" instead of "r."

<sup>49</sup> Resolution dated 24 August 2018. Records, Vol. 2, p. 141.

<sup>50</sup> Memorandum for Leonardo, *id.*, pp. 148-162; Memorandum for the prosecution, *id.*, pp. 191-202.

<sup>51</sup> Leonardo's Service Record, Exh. "B-1."

<sup>52</sup> Exh. "C."

↑





x-----x  
and heavy equipment on behalf of LGU Quezon out of the proceeds of the municipality's loan with Land Bank of the Philippines.

To procure the trucks and heavy equipment for the municipality, the BAC conducted two (2) public biddings. Due to failure of both biddings, the BAC then recommended a negotiated procurement for such items. Leonardo, as the head of the procuring entity, approved the recommendation and suggested that LGU Quezon participate in an auction of trucks and heavy equipment to be conducted by United Auctioneers, Inc. (UAI).<sup>53</sup> Leonardo and the members of the BAC of LGU Quezon and its Technical Working Group went to the UAI in Subic, Olongapo City to participate in the auction scheduled on May 21 to 25, 2010.<sup>54</sup>

The LGU Quezon, through Toledo, the BAC Chairman, paid the bid deposit of ₱100,000.00.<sup>55</sup> The bid deposit applies even if the bid is for several units of equipment and is refundable if the bidder loses the bid but becomes part of the purchase price in case of a successful bid.<sup>56</sup>

Leonardo personally attended the auction and placed the bid on behalf of LGU Quezon and on his behalf, using the same bid deposit of ₱100,000.00. He successfully bid for five (5) trucks intended for LGU Quezon and for one (1) unit hydraulic excavator and one (1) unit front cut with cabin (truck head) as his personal purchase, particularly described in the Statement of Account<sup>57</sup> issued by UAI, as follows:

Item No	Lot	Description	Amount (₱)
1	270	ISUZU 10W Dump Truck (Double Differential) - CBU Serial No. : CXZ71J-3002546 Engine No. : 10PD1-745621 LTO Registration Fee	1,250,000.00   17,500.00
2	276	ISUZU 10W Dump Truck (Double Differential) - CBU Serial No. : CXZ21J-2031172 Engine No. : 12PC1-914871 LTO Registration Fee	1,250,000.00   17,500.00
3	277	ISUZU 10W Dump Truck (Double Differential) - CBU Serial No. : CXZ19J-3005269	1,300,000.00

<sup>53</sup> Judicial Affidavit of Divinasflores: Records, Vol. 1, pp. 288-300

<sup>54</sup> Travel Order dated 19 May 2010: Exh. "F"

<sup>55</sup> UAI Acknowledgment Receipt No. 035864 dated 21 May 2010: Exh. "N", Disbursement Voucher of LGU Quezon: Exh. "D"

<sup>56</sup> TSN, 5 February 2018, pp. 24-32, 46

<sup>57</sup> Exh. "G"

		x-----x	
		Engine No.: 10PC1-954092 LTO Registration Fee	17,500.00
4	281	ISUZU 10W Dump Truck (High Side, Double Differential) - CBU Serial No.: CXZ21J-3001623 Engine No.: 12PC1-918251 LTO Registration Fee	1,300,000.00
5	390	CATERPILLAR 313BCR Hydraulic Excavator (with Cabin, Bucket, Late Model) Serial No.: 313BCR-AEX00664 Engine No.: 4D34-H57960	17,500.00 1,250,000.00
6	452	ISUZU 10W Cargo with UNIC 2.9 Ton 4 Section Crane (w/ Aluminum Sidings, Steel Flooring, Double Differential, Single Eye) - CBU Serial No.: CXZ71U-3001181 Engine No.: 10PD1-778611 LTO Registration Fee	1,200,000.00 17,500.00
7	575	ISUZU 10W Front Cut w/ Cabin (w/ 6WA1 Engine, Transmission, Late Model)	420,000.00
<b>TOTAL</b>			<b>P8,057,500.00</b>

The LGU Quezon paid the total amount of P6,387,500.00<sup>58</sup> for the five (5) trucks (Item numbers 1, 2, 3, 4, and 6 in the list above). On the other hand, Leonardo paid the amount of P1,570,000.00<sup>59</sup> for the hydraulic excavator and truck head (Item numbers 5 and 7 in the list) instead of the total price of P1,670,000.00. The difference of P100,000.00 turned out to be the bid deposit which was deducted from the price for the equipment that Leonardo purchased instead of from the total price of the trucks that LGU Quezon bought at the auction. Leonardo signed on behalf of LGU Quezon as vendee in the Deeds of Sale<sup>60</sup> for the five (5) trucks the municipality purchased through auction. Deeds of Sale<sup>61</sup> were also issued for the two (2) pieces of equipment that he purchased for his own use, although the vendee indicated therein was LGU Quezon.

Sometime in June 2010, Leonardo assigned Bayron to lead a group of truck drivers to drive and transport the trucks of LGU Quezon purchased in public auction from Subic, Olongapo City to Quezon, Bukidnon. The LGU Quezon provided Bayron with cash advance totaling P165,000.00 for barge fare and fuel for the transport of the purchased trucks of the municipality.<sup>62</sup> The hydraulic excavator and the truck head purchased by Leonardo were loaded on the boom

<sup>58</sup> Purchase Order of LGU Quezon. Exh. "I", UAI Acknowledgement Receipt No. 036586. Exh. "L", UAI Payment Receipt No. PR10-1726. Exh. "XX"

<sup>59</sup> UAI Acknowledgement Receipt No. 036575. Exh. "M"

<sup>60</sup> Exhs. "QQ," "RR," "SS," "TT" and "UU."

<sup>61</sup> Exh. "VV" and "WW."

<sup>62</sup> Exhs. "KK," "LL," "MM," "NN," "OO" and "PP."



x-----x  
truck, one of the trucks purchased by LGU Quezon, driven by Butaslac.

The expenses for the transport of the subject trucks and equipment from Subic, Olongapo City to Quezon, Bukidnon, as indicated in the documentary exhibits formally offered and admitted in Court, are as follows:

Type of Transportation Expense	Document	Exhibit	Amount (P)
Traffic Management Fee for One (1) unit Backhoe for transport from Alabang to Calamba Toll Plaza	South Luzon Tollway Corporation Acknowledgment Receipt No. 002 dated 6 June 2010	"R"	2,500.00
Ferry service fee from Matnog, Sorsogon to Allen, Samar for Dump Truck with Plate No. RKB 154	Peñafrancia Shipping Corporation Bill of Lading No. 0025234 dated 06-07-10	"S"	2,475.20
Ferry service fee from Matnog, Sorsogon to Allen, Samar for Dump Truck with Plate No. RKC 424	Peñafrancia Shipping Corporation Bill of Lading No. 0025235 dated 06-07-10	"T"	2,475.20
Ferry service fee from Matnog, Sorsogon to Allen, Samar for Dump Truck with Plate No. RJZ 752	Peñafrancia Shipping Corporation Bill of Lading No. 0025236 dated 06-07-10	"U"	2,475.20
Ferry service fee from Matnog, Sorsogon to Allen, Samar for Cargo Truck loaded with Heavy Equipment	Peñafrancia Shipping Corporation Bill of Lading No. 0025237 dated 06-07-10	"V"	3,640.00
Pier entrance fee for Isuzu Dump Truck RKC 424	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSI 3084872 dated 06-08-10	"W"	100.00
Pier entrance fee for Isuzu Dump Truck RJZ 752	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSI 3084870 dated 06-08-10	"X"	100.00
Pier entrance fee for Isuzu Dump Truck RKB 154	Office of the Provincial Treasurer of Southern Leyte Official Receipt No. MSI 3084871 dated 06-08-10	"Y"	100.00
Pier entrance fee for Isuzu Cargo Truck RJV 390 with loaded backhoe	Office of the Provincial Treasurer of Southern Leyte	"Z"	250.00

x-----x			
	Official Receipt No. MSL 3084869 dated 06-08-10		
Ferry service fee from Liloan, Southern Leyte to Lipata, Surigao City for Isuzu Dump Truck RKC 424	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087577 dated 06-08-10	"AA"	7,470.00
Ferry service fee from Liloan, Southern Leyte to Lipata, Surigao City for Isuzu Dump Truck RKB 154	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087578 dated 06-08-10	"BB"	7,470.00
Ferry service fee from Liloan, Southern Leyte to Lipata, Surigao City for Isuzu Dump Truck RJZ 752	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087577 dated 06-08-10	"CC"	7,470.00
Ferry service fee from Liloan, Southern Leyte to Lipata, Surigao City for Isuzu Cargo Truck RJV 390 with loaded equipment	PhilHarbor Ferries & Port Services Inc. Bill of Lading No. 087579 dated 06-08-10	"DD"	11,790.00

Upon reaching Quezon, Bukidnon, the hydraulic excavator and truck head were unloaded at Leonardo's residence while the dump trucks and boom truck were delivered to the engineering depot at LGU Quezon.<sup>63</sup> Bayron signed the Inspection and Acceptance Report.<sup>64</sup>

Leonardo later refunded the amount of ₱70,000.00 on 8 October 2010 to LGU Quezon and was issued an official receipt<sup>65</sup> therefor. Afterwards, on 10 October 2010, he refunded the amount of ₱30,000.00 to LGU Quezon for which an official receipt<sup>66</sup> was also issued. He never reimbursed LGU Quezon for the expenses incurred for the transport of his hydraulic excavator and truck head from Subic to Quezon, Bukidnon.

On 14 January 2011, complainants Gregorio Lloren Gue and Noel Goopio filed with the Office of the Ombudsman a Complaint<sup>67</sup> for violation of R.A. No. 3019 against Leonardo and Divinasflores arising from the subject transaction. Leonardo filed his Counter-Affidavit<sup>68</sup> on 30 May 2011.

The Office of the Ombudsman issued a Resolution<sup>69</sup> dated 15 January 2015 finding probable cause to indict Leonardo for violation

<sup>63</sup> Bayron's Affidavit, Exh. "HH"

<sup>64</sup> Exh. "EE"

<sup>65</sup> Exh. "O"

<sup>66</sup> Exh. "P"

<sup>67</sup> Exh. "A"

<sup>68</sup> *Id.*, pp. 71-77

<sup>69</sup> Exh. "II"



x-----x  
of Section 3(e) of R.A. No. 3019 while dismissing the complaint against Divinasflores for insufficiency of evidence. Leonardo filed a Motion for Partial Reconsideration dated 27 April 2015 but the same was denied by the Office of the Ombudsman in its Order<sup>70</sup> dated 15 June 2015.

On 1 June 2016, the Office of the Ombudsman filed with the Court an Information<sup>71</sup> for Violation of Section 3(e) of R.A. No. 3019 against Leonardo.

### DISCUSSION

Leonardo is charged with violation of Section 3(e) of R.A. No. 3019 that reads as follows:

Section 3. Corrupt practices of public officers. – In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

x x x

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions.

The elements of violation of Section 3(e) of R.A. No. 3019 are the following:

- (1) the accused must be a public officer discharging administrative, judicial or official functions;
- (2) he must have acted with manifest partiality, evident bad faith or gross inexcusable negligence; and
- (3) his action caused any undue injury to any party, including the government, or gave any private party unwarranted benefits, advantage or preference in the discharge of his functions.<sup>72</sup>

<sup>70</sup> Exh "JJ".

<sup>71</sup> Records, Vol 1, pp 1-2

<sup>72</sup> *Ambil, Jr. v. Sandiganbayan*, 653 SCRA 576, 582 (2011).

x-----x  
The first element exists in this case. It is undisputed that, at the times material to this case, Leonardo was the municipal mayor of LGU Quezon, hence a public officer.

As to the second element, the Information alleges that Leonardo acted with manifest partiality and evident bad faith in: (1) making use of the ₱100,000.00 bid deposit paid for by LGU Quezon by applying the same to the total purchase price of the personal equipment that he bought in the auction, and (2) having his personal equipment transported alongside the LGU Quezon equipment to avoid incurring expenses for himself in the form of toll fees, shipment costs and other incidental expenses.

Jurisprudence recognizes that "manifest partiality" exists when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another. "Partiality" is synonymous with "bias" which "excites a disposition to see and report matters as they are wished for rather than as they are."<sup>73</sup> "Evident bad faith" connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will. "Evident bad faith" contemplates a state of mind affirmatively operating with furtive design or with some motive or self-interest or ill will or for ulterior purposes.<sup>74</sup>

In the instant case, Leonardo has shown partiality by availing himself of the bid deposit of ₱100,000.00 when it was applied as part of the purchase price for the two (2) pieces of equipment that he bought during the auction for his personal use, to the detriment of LGU Quezon, the payor of the bid deposit. LGU Quezon should be the one to make use of the bid deposit as part of the price for the trucks that it purchased. He cannot escape the fact that when he paid the purchase price of ₱1,570,000.00 for the hydraulic excavator and the truck head, it was short of ₱100,000.00 from the actual price of ₱1,670,000.00.

Indisputably, he was the one who participated in the auction on behalf of LGU Quezon and himself. He admitted in Court that he actually bid for ₱1,670,000.00 for the hydraulic excavator and the truck head for his own use, as shown in his testimony, as follows:

JUSTICE CRUZ:

<sup>73</sup> *Fuentes v. People*, G.R. No. 186421, 17 April 2017.

<sup>74</sup> *Albert v. Sandiganbayan*, G.R. No. 164015, 26 February 2009.





- x-----x
- Q Mayor, how did you pay the purchase price of the equipment you bought, P1,570,000.00, how did you pay for it?
- A Wilfredo Toledo called me up and I was in Bukidnon because I don't have a billing statement and he informed me that I have to pay P1,570,000.00 so I sent it through the bank. Maybe it's a Union Bank or Land Bank, Your Honors.
- Q Was it not the Land Bank account of the municipality of Bukidnon?
- A Union Bank, Your Honors.
- Q Did you see the acknowledgment receipt issued by United Auctioneers for your purchase?
- A No, Your Honors. It was with them. Toledo just called me up regarding that.
- Q Are you aware that the amount stated there is P1,570,000.00?
- A Yes, Your Honors. P1,570,000.00.
- Q But you are aware that your purchased amount is actually P1,670,000.00?
- A Your Honors, I don't know if it is P1,670,000.00. Because I was just informed. I was not given the statement. He just called me.
- Q **But you were the one who made the bid for P1,670,000.00?**
- A **I was the one who bid** --- (Interrupted)
- Q Yes or no?
- A **Yes, Your Honors.** (Emphasis supplied)

He fully knew that he successfully bid for the two (2) pieces of equipment for himself for P1,670,000.00. And yet, when informed of the Statement of Account issued by the UAI, he paid only P1,570,000.00 instead of P1,670,000.00. As indicated in the UAI Acknowledgment Receipt No. 036575<sup>75</sup> dated 3 June 2010, Leonardo paid UAI a Union Bank of the Philippines Cagayan de Oro-Lapasan Branch Manager's Check No. 300473 dated 28 May 2010 for the

x-----x  
amount of ₱1,570,000.00, only a few days after the auction date. If, as he claims, that he relied on what Toledo informed him that he should pay the amount of ₱1,570,000.00 to UAI, prudence dictates that he should have asked Toledo why there was a difference of ₱100,000.00 between the bid price and the one Toledo relayed to him. Having been familiar with the purchase price of the trucks and equipment for which he successfully bid during the auction, he cannot feign ignorance of the fact that the bid deposit of ₱100,000.00 was actually credited to his personal purchase instead of deducted from the purchase price of the trucks bought by LGU Quezon. His failure to immediately rectify such error strongly indicates his willingness to unjustly enrich himself at the expense of LGU Quezon. This is a clear case of manifest partiality.

Also, by taking advantage of the bid deposit to avail himself of a corresponding discount from the purchase price for his personal equipment, that effectively deprived LGU Quezon of deducting the bid deposit from the purchase price for the trucks it bought at auction, Leonardo clearly showed dishonesty to advance his self-interest, thus evincing bad faith on his part. His refund of the amount of ₱100,000.00 in installments, made almost five (5) months after making use of the same, did not extinguish his criminal liability. It is a hornbook doctrine that payment does not obliterate criminal liability but only the civil liability.<sup>76</sup>

Further, he also favored himself at the expense of LGU Quezon when the latter even spent public funds to transport his equipment consisting of a truck head and a hydraulic excavator without him reimbursing the same. Records show that in transporting the hydraulic excavator and the truck head owned by Leonardo, the following transportation costs duly proven by documentary exhibits were incurred:

Type of Transportation Expense	Document	Exhibit	Amount (₱)
Traffic Management Fee for One (1) unit Backhoe for transport from Alabang to Calamba Toll Plaza	South Luzon Tollway Corporation Acknowledgment Receipt No. 002 dated 6 June 2010	"R"	2,500.00
Ferry service fee from Matnog, Sorsogon to Allen, Samar for the Cargo Truck loaded with Heavy Equipment	Peñafrancia Shipping Corporation Bill of Lading No. 0025237 dated 06-07-10	"V"	3,640.00
Pier entrance fee for Isuzu Cargo Truck RJV 390 with loaded	Office of the Provincial Treasurer	"Z"	250.00

<sup>76</sup> See *Tamayo v. People*, G.R. No. 174698, 28 July 2018.



backhoe	of Southern Leyte Official Receipt No. MSL 3084869 dated 06-08-10		
Ferry service fee from Liloan, Southern Leyte to Lipata, Surigao City for Isuzu Cargo Truck RJV 390 with loaded equipment	Phil Harbor Ferries & Port Services Inc. Bill of Lading No. 087579 dated 06-08-10	"DD"	11,790.00

The prosecution has proven that the above-enumerated transportation expenses were paid out of the ₱165,000.00 cash advance given by LGU Quezon to Bayron but which Leonardo failed to reimburse. As listed, the traffic management fee of ₱2,500.00 was for the heavy equipment of Leonardo loaded on the boom truck with plate number RJV 390. With regard to the ferry service fee indicated in the Bill of Lading No. 0025237 dated 7 June 2010 amounting to ₱3,640.00, it is reasonable to deduct therefrom the amount of ₱2,475.20, the ferry service fee for each of the other trucks, to arrive at the amount of ₱1,164.80 as additional charge for Leonardo's equipment loaded on the boom truck. The same goes with the pier entrance fee for the same boom truck in the amount of ₱250.00 covered by Official Receipt No. MSL 3084869 dated 8 June 2010, from which the amount of ₱100.00 charged for each truck for the same type of fee should be deducted, thus leaving a difference of ₱150.00. Lastly, from the ferry service fee for the same boom truck with loaded equipment in the amount of ₱11,790.00 covered by Bill of Lading No. 087579 dated 8 June 2010, there should be deducted the amount of ₱7,470.00 charged per truck, or a difference of ₱4,320.00. In sum, the transportation expenses that Leonardo is liable to refund to LGU Quezon amount to Eight Thousand One Hundred Thirty-Four Pesos and Eighty Centavos (₱8,134.80), broken down as follows:

Traffic Management Fee of South Luzon Expressway	2,500.00
Ferry Service Fee from Matnog, Sorsogon to Allen, Samar loaded with heavy equipment	3,640.00
Less: Ferry Service Fee per truck	(2,475.20)
Pier entrance fee - Liloan Port	250.00
Less: Pier entrance fee per truck	(100.00)
Ferry Service Fee from Liloan, Southern Leyte to Lipata, Surigao City loaded with heavy equipment	11,790.00
Less: Ferry Service Fee per truck	(7,470.00)
<b>TOTAL</b>	<b>₱8,134.80</b>



x-----x

As to the third element, in order to be found guilty under the second mode, *i.e.*, giving any private party any unwarranted benefits, advantage or preference in the discharge by the accused of his official, administrative or judicial functions, it was proven that Leonardo has given unjustified favor or benefit to himself when he allowed the bid deposit of ₱100,000.00 to be credited to the purchase price of the equipment that he purchased in an auction, at the expense of LGU Quezon. The said bid amount, paid by LGU Quezon, should have been deducted from the purchase price for the trucks that the said municipality bought at an auction. He also took undue advantage of LGU Quezon by causing the loading and transport of his personal equipment alongside the trucks LGU Quezon purchased, without reimbursing the latter for the transportation costs.

The word "unwarranted" means lacking adequate or official support, unjustified, unauthorized or without justification or adequate reason. "Advantage" means a more favorable or improved position or condition, benefit, profit or gain of any kind, benefit from some course of action. "Preference" signifies priority or higher evaluation or desirability, choice or estimation above another.<sup>77</sup>

The term "private party" means either a private person or a public officer acting in a private capacity to protect his personal interest.<sup>78</sup> In the case at bar, Leonardo admitted that the two (2) units of equipment that he purchased from UAI are needed for his construction business, he having been a contractor for many number of years, even prior to his entering public service. He is thus considered as a "private party" as this term is used in Section 3(e) of R.A. No. 3019.

To conclude, the prosecution has proven the guilt of Leonardo beyond reasonable doubt of violation of Section 3(e) of R.A. No. 3019.

**WHEREFORE**, premises considered, the Court finds accused Stewart Guadalquiver Leonardo **GUILTY** beyond reasonable doubt of violation of Section 3(e) of R.A. No. 3019 and hereby imposes on him an indeterminate penalty of imprisonment of six (6) years and one (1) month as minimum to ten (10) years as maximum with perpetual disqualification from holding public office. He is ordered to reimburse the amount of ₱8,134.80 to the Municipality of Quezon, Bukidnon as


<sup>77</sup> *Ambil, Jr. v. Sandiganbayan*, G.R. Nos. 175457 & 175482, 6 July 2011

<sup>78</sup> *Id.*




x-----\*  
transportation costs for the equipment that he purchased in the  
auction

**SO ORDERED.**

  
**REYNALDO P. CRUZ**  
Associate Justice


We Concur:

  
**ALEX L. QUIROZ**  
Chairperson/  
Associate Justice

  
**BAYANI H. JACINTO**  
Associate Justice

**ATTESTATION**

I attest that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**ALEX L. QUIROZ**  
Chairperson, Fourth Division

**CERTIFICATION**

Pursuant to Article VIII, Section 13 of the Constitution, and the Division Chairperson's Attestation, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**AMPARO M. CABOTAJE-TANG**  
Presiding Justice