

Gregorio Jimenez vs. Pedro Rabot, Nicolasa Jimenez, and Emilio Rodriguez

Facts

1. Gregorio Jimenez, the plaintiff, owned a parcel of land in Alaminos, Pangasinan.
2. In 1911, Gregorio, then staying in Vigan, Ilocos Sur, entrusted his property in Alaminos to his sister, Nicolasa Jimenez.
3. Gregorio wrote to Nicolasa on February 7, 1911, requesting her to sell one of his parcels of land to help him pay his debts; the land to be sold was vaguely described as “one of my parcels of land.”
4. Nicolasa negotiated with Pedro Rabot, who agreed to purchase the land for PHP 500. An initial payment of PHP 250 was made.
5. Approximately one year later, Gregorio demanded Nicolasa return the land, which she did not. Gregorio, with his siblings, filed an action to recover their lands from Nicolasa’s control in the Court of First Instance.
6. On August 12, 1913, the court ruled in favor of Gregorio and his siblings, with Nicolasa failing to appeal.
7. On May 31, 1912, Nicolasa executed and delivered a deed to Pedro Rabot, purporting to convey the land in question.
8. Pedro Rabot went into possession of the land but did not know about the ongoing litigation.
9. Gregorio filed this present action to recover the land from Pedro Rabot.
10. The lower court ruled in favor of Gregorio. Pedro Rabot appealed the decision.

Issues

1. Whether the authorization given to Nicolasa Jimenez in the letter written by Gregorio Jimenez was sufficient to sell the parcel of land.
2. Whether Nicolasa’s action of selling the land without explicitly stating her representative capacity in the deed invalidated the transaction.
3. The requirement for a power of attorney under article 1280 of the Civil Code and section 335 of the Code of Civil Procedure.
4. The necessity of a detailed description of the land in the authorization letter as required under subsection 5 of section 335 of the Code of Civil Procedure.

Court’s Decision

Issue 1: Sufficiency of Authorization

- **Analysis**: The court determined that the letter written by Gregorio constituted sufficient authorization under article 1713 of the Civil Code and subsection 5 of section 335 of the Code of Civil Procedure.
- **Resolution**: The authority expressed in the letter complied adequately with both requirements, granting Nicolasa sufficient power to sell the land.

Issue 2: Effect of Not Stating Representative Capacity

- **Analysis**: Even though Nicolasa did not explicitly state that she was acting on behalf of Gregorio in the deed, her actions could still bind Gregorio if it was within the scope of her authorized power.
- **Resolution**: The deed executed by Nicolasa was operative and bound Gregorio in its contractual character. If authorized, Gregorio could be compelled by a judicial proceeding to recognize the contract and execute the necessary documents.

Issue 3: Formalities under the Civil Code and Code of Civil Procedure

- **Analysis**: While a power of attorney should ideally appear in a public document, the established doctrine accepts a private document to convey an interest in real property.
- **Resolution**: The letter sufficed as a competent document to create or modify an interest in real property.

Issue 4: Necessity of Detailed Description in Authorization

- **Analysis**: Subsection 5 of section 335 did not require a detailed description of the property in the power of attorney. The description in the actual deed conveying the land sufficed.
- **Resolution**: General power of attorney to sell “any” of the principal’s properties is adequate if it hints at the boundaries of the property to be sold.

Final Decision

- **Outcome**: The Supreme Court reversed the lower court’s decision and absolved Pedro Rabot from the complaint.

Doctrine

1. A broadly described power of attorney is sufficient if the transaction is within the limits of the specified authority.
2. Formalities for a power of attorney to sell real property can be satisfied with a private document as per the established doctrine.
3. Sufficiency of authority is distinct from the sufficiency of the contract or conveyance

description.

Class Notes

1. **Power of Attorney**:

- Authority must comply with article 1713 of the Civil Code and subsection 5 of section 335 of the Code of Civil Procedure.
- A private document can transmit interests in real property (Thunga Chui vs. Que Bentec, Couto Soriano vs. Cortes).

2. **Contract Law**:

- Descriptions within conveyances must be sufficiently definite.
- A deed can be validated without explicit representative capacity if the representative had sufficient power (Lyon vs. Pollock).

3. **Judicial Precedents**:

- Authorities on general powers covering multiple properties or broadly described properties (Roper vs. McFadden, Rownd vs. Davidson, Carson vs. Ray).

Historical Background

This case reflects broader juridical evolutions in Philippine civil law during the early 20th century. This period witnessed the incorporation of Spanish legal traditions involving civil procedures anchored in the 1889 Civil Code, transitioning into custom adaptations with new precedents set under U.S. sovereignty. The legal interpretations in this case underscore the flexibility and adherence to legislative transformations during a formative judicial history era in the Philippines.