

PIA DEL ROSARIO, PLAINTIFF AND APPELLANT, VS. JUAN LUCENA ET AL., DEFENDANTS AND APPELLEES.

G.R. No. 3546. September 13, 1907

Ponente: ARELLANO, C.J.

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ARELLANO, C.J.:

A complaint having been filed against Juan Lucena and his wife, Praxedes Flores, and also against Teresa Verches, the last named alone appeared at the trial and answered the complaint.

Among the facts alleged in the complaint, the following are of importance in this appeal:

"I. That the plaintiff is the owner of the jewels, which are subsequently specified together with their respective valuation.

"II. That the said jewels are now detained by the defendant Teresa Verches, to whom they were pawned by the other defendants, the married couple, without the knowledge or consent of the plaintiff, for which act the defendant Praxedes was convicted of estafa by this same court and sentenced to five months of presidio correccional, both she and her husband being bound to return the jewels or otherwise to pay for them."

The principal object of the complaint was to obtain from the court a declaration that the jewels were the property of the plaintiff and that, in view thereof, they should be returned to her and the defendants sentenced to pay the costs and expenses of the action.

The court rendered judgment in favor of the plaintiff, Pia del Rosario, and against the defendant Teresa Verches, for the possession of the jewels described in the complaint, provided, however, that 500 pesos, Philippine currency, with interest thereon from January 10, 1906, be paid by the plaintiff to the defendant Teresa Verches, or in case the jewels could not be returned, for the sum of 500 pesos, Philippine currency, against the married couple, Juan Lucena and Praxedes Flores, jointly and severally, and against Teresa Verches for the sum of P1,555, less P500, and the costs in the action.

The plaintiff appealed from this decision, and in her brief she sets forth the alleged errors contained in the judgment appealed from. The conclusion is:

1. That the defendant in answer to the complaint alleged—

"III. That the said jewels were pledged by the other defendant, Praxedes Flores, in the name of the plaintiff, Da. Pia del Rosario, which act was subsequently ratified by the plaintiff." (B. of E., 4.)

2. That it is an undisputed fact that the jewels were delivered by Pia del Rosario to Praxedes Flores for sale on commission for the term of two months, after which, if not sold, they should be returned to the owner; and,

3. That by reason of having pledged them for the purpose of gain to the amount of 500 pesos, Praxedes Flores was convicted of estafa in criminal proceedings instituted against her.

From the answer of the defendant it appears that she accepted the contract of pledge, and that she received the jewels in the name of Pia del Rosario, without the least proof appearing in the record of the case that Praxedes Flores had any authority from Pia del Rosario to pledge them rather, on the contrary, it is acknowledged in the judgment appealed from that the transaction carried out by Praxedes Flores was made without the knowledge or consent of Pia del Rosario.

If Teresa Verches accepted the jewels as a pledge constituted by Praxedes Flores in the name of Pia del Rosario, without ascertaining whether the latter had given the former any order or authority for the pledging of her jewels, Teresa Verches must stand the risk arising from her acceptance of the pledge, even if when relying upon her judgment she was improperly or falsely informed; and it would not be just nor logical that the consequences of her deception, due to her own mistake, or to deceit employed by a stranger, should fall on the owner of the jewels who, without having taken any part in the transaction, became the victim of a crime. The conflict between the right of the owner of movable property who has either lost it or been illegally deprived thereof and that of the creditor who has loaned money thereon and holds it in pledge cannot be decided against the owner, to whom the Civil Code grants a right of action to recover the property from whoever may be in possession. (Art. 464.)

The exceptions to article 464 are therein contained, namely: (1) If the possessor of personal property, lost or stolen, has acquired it at a public sale; (2) in favor of Monies de Piedad established under authorization of the Government; and (3) with regard to things acquired on exchange, or at fairs or markets or from a merchant lawfully engaged in similar business. The defendant was not within any of the exceptions under which she could refuse to make restitution of the property without reimbursement of the amount advanced upon the pledge.

Therefore the decision which provides for such reimbursement before the return of the jewels is not based on any law whatever. On the contrary, it is in violation of article 464 of the Civil Code.

It is true that a subsequent ratification by the owner, of the illegal act performed by an agent without his consent, is equivalent to an order, and confirms the otherwise unlawful act of the agent; but such subsequent ratification must appear in like manner as the order itself. No such ratification of the illegal act committed by Praxedes Flores can arise out of the fact that a son of the plaintiff called at the house of the defendant in order to inquire if the jewels were still in her possession, nor out of the statement that he intended to redeem them. Nor is a real intent to redeem stolen property a subsequent ratification of an illegal act whereby the owner was deprived of the same.

We therefore hold that it is improper to compel the plaintiff to reimburse the defendant in the sum of 500 pesos, Philippine currency, which Praxedes Flores obtained through the commission of an unlawful act, but that it is proper and in accordance with the law to compel the defendant to return to the plaintiff, absolutely and unconditionally, the jewels in question.

Wherefore the judgment appealed from is hereby reversed without special ruling as to costs, and the jewels shall be forthwith returned to the plaintiff. So ordered.

Torres, Johnson, Willard, and Tracey, JJ., concur.

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