

Nepomuceno vs heredia digest essay sample



**ASSIGN
BUSTER**

FACTS:

The defendant is the business adviser of the plaintiff, Marciana Canon and about the same time, Felisa Nepomuceno, the other plaintiff, had an unsecured debt due her of 500 pesos from one Marcelo Leño. The debtor proposed to give her a deed of conditional sale to a certain tract of land in consideration of 2, 000 pesos, she to be credited with 500 pesos on the purchase price and that to advance the balance of 1, 500 pesos; that knowing that the defendant had in his hands that amount of money, the property of her co-plaintiff, Marciana Canon, she proposed that they make a joint investment in the land.

A Deed of Conditional Sale was executed with a right to repurchase at the end of 1yr and obligating himself to make monthly payments in consideration of the right to retain the land in possession in sufficient amount to bring 17% interest per annum on Nepomuceno and Canon's investments. **ISSUE:**

Whether or not the defendant was an agent of the plaintiffs.

HELD:

Yes. the defendant was acting merely as the agent for the plaintiffs throughout the entire transaction; that the purchase of the land was made not only with their full knowledge and consent, but at their suggestion; and that after the purchase had been effected, the plaintiffs, with full knowledge of the facts, approved and ratified the actions of their agent in the premises. There is nothing in the record which would indicate that the defendant failed

to exercise reasonable care and diligence in the performance of his duty as such agent, or that he undertook to guarantee the vendors title to the land purchased by direction of the plaintiffs