

[ G.R. No. 2962. February 27, 1907 ]

**B. H. MACKE ET AL., PLAINTIFFS AND APPELLEES, VS. JOSE CAMPS,  
DEFENDANT AND APPELLANT.**

**D E C I S I O N**

**CARSON, J.:**

The plaintiffs in this action, B. H. Macke and W. H. Chandler, partners doing business under the firm name of Macke, Chandler & Company, allege that during the months of February and March, 1905, they sold to the defendant and delivered at his place of business, known as the "Washington Cafe," various bills of goods amounting to P351.50; that defendant has only paid on account of said goods the sum of P174; that there is still due them on account of said goods the sum of P177.50; that before instituting this action they made demand for the payment thereof; and that defendant had failed and refused to pay the said balance or any part of it up to the time of the filing of the complaint.

B. H. Macke, one of the plaintiffs, testified that on the order of one Ricardo Flores, who represented himself to be the agent of the defendant, he shipped the said goods to the defendant at the Washington Cafe; that Flores later acknowledged the receipt of the said goods and made various payments thereon amounting in all to P174; that on demand for payment of the balance of the account Flores informed him that he did not have the necessary funds on hand, and that he would have to wait the return of his principal, the defendant, who was at that time visiting in the provinces; that Flores acknowledged the bill for the goods furnished and the credits thereon to be correct, the amount of said bill and credits being the amount set out in the complaint; that when the goods were ordered they were ordered on the credit of the defendant and that they were shipped by the plaintiffs after inquiry which satisfied the witness as to the credit of the defendant and as to the authority of Flores to act as his agent; that the witness always believed and still believes that Flores was the agent of the defendant; and that when he went to the Washington Cafe for the purpose of collecting his bill he found Flores, in the absence of the defendant in the

provinces, apparently in charge of the business and claiming to be the business manager of the defendant, said business being that of a hotel with a bar and restaurant annexed.

A written contract dated May 25, 1904, was introduced in evidence, from which it appears that one Galmes, the former owner of the business now known as the "Washington Cafe," subrented the building wherein the business was conducted, to the defendant for a period of one year, for the purpose of carrying on that business, the defendant obligating himself not to sublet or subrent the building or the business without the consent of the said Galmes. This contract was signed by the defendant and the name of Ricardo Flores appears thereon as a witness, and attached thereto is an inventory of the furniture and fittings which also is signed by the defendant with the word "sublessee" (*subarrendatario*) below the name, and at the foot of this inventory the word "received" (*recibo*) followed by the name "Ricardo Flores," with the words "managing agent" (*el manejante encargado*) immediately following his name.

Galmes was called to the stand and identified the above-described document as the contract and inventory delivered to him by the defendant, and further stated that he could not tell whether Flores was working for himself or for some one else—that is to say, whether Flores was managing the business as agent or sublessee.

The defendant did not go on the stand nor call any witnesses, and relies wholly on his contention that the foregoing facts are not sufficient to establish the fact that he received the goods for which payment is demanded.

In the absence of proof to the contrary we think that this evidence is sufficient to sustain a finding that Flores was the agent of the defendant in the management of the bar of the Washington Cafe, with authority to bind the defendant, his principal, for the payment of the goods mentioned in the complaint.

The contract introduced in evidence sufficiently establishes the fact that the defendant was the owner of the business and of the bar, and the title of "managing agent" attached to the signature of Flores which appears on that contract, together with the fact that, at the time the purchases in question were made, Flores was apparently in charge of the business, performing the duties usually intrusted to a managing agent, leave little room for doubt that he was there as the authorized agent of the defendant. One who clothes another with apparent authority as his agent, and holds him out to the public as such, can not be permitted to deny the authority of such person to act as his agent, to the prejudice of

innocent third parties dealing with such person in good faith and in the honest belief that he is what he appears to be, for the following presumptions or deductions, which the law expressly directs to be made from particular facts, are deemed conclusive:

(1) "Whenever a party has, by his own declaration, act, or omission, intentionally and deliberately led another to believe a particular thing true, and to act upon such belief, he can not, in any litigation arising out of such declaration, act, or omission, be permitted to falsify it" (subsec. 1, sec. 333, Act No. 190); and unless the contrary appears, the authority of an agent must be presumed to include all the necessary and usual means of carrying his agency into effect. (15 Conn., 347; 90 N. C., 101; 15 La. Ann., 247; 43 Mich., 364; 93 N. Y., 495; 87 Ind., 187.)

That Flores, as managing agent of the Washington Cafe, had authority to buy such reasonable quantities of supplies as might from time to time be necessary in carrying on the business of a hotel bar may fairly be presumed from the nature of the business, especially in view of the fact that his principal appears to have left him in charge during more or less prolonged periods of absence; from an examination of the items of the account attached to the complaint, we are of opinion that he was acting within the scope of his authority in ordering these goods, and that his admissions as to the receipt of these goods are binding on his principal, and in the absence of evidence to the contrary, furnish satisfactory proof of their delivery as alleged in the complaint.

The judgment of the trial court is affirmed with the costs of this instance against the appellant. After expiration of twenty days judgment will be rendered in accordance herewith, and ten days thereafter the case remanded to the lower court for proper action. So ordered.

*Arellano, C. J., Torres, and Willard, JJ., concur.*

*Tracey, J., dissents.*