

**SINFOROSA CASTRO DAVID, ET AL., PLAINTIFFS AND APPELLANTS,
VS. ALFREDO CASTRO, DEFENDANT AND APPELLEE.***G. R. No. L-3496. June 27, 1951*

Ponente: PARAS, C.J.

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In civil case Nos. R-57 and R-58 of the Court of First Instance of Camarines Sur, the parties signed on April 12, 1947, an agreement whereby the various parcels of land litigated therein were ceded to one or the other. Specifically, the herein defendant-appellee (Alfredo Castro) ceded to the herein plaintiff-appellant (Sinforosa Castro) all his rights, title and interest in the property involved in civil case No. R-58 subject to the following conditions: "(a) That Sinforosa Castro hereby allows Alfredo Castro to have his house remained in the same lot, where it is constructed, for a period of two (2) years beginning the date of the signing of this agreement, without any rents therefor; (b) That at the end of the said two (2) years, Sinforosa Castro may either pay to Alfredo Castro the reasonable value of the said house or Alfredo Castro may pay Sinforosa Castro the reasonable rent of the lot, wherein the house is constructed; but in the event the two could not agree on the reasonable value of the house or the reasonable rent of the lot, where it stands, then Alfredo Castro should remove the said house." On May 27, 1947, the Court of First Instance of Camarines Sur rendered a decision in conformity with the agreement. Construing the agreement as allowing Alfredo Castro to possess only the portion occupied by his house, Sinforosa Castro moved the court in civil case No. R-58 to order Alfredo Castro to deliver to Sinforosa the portion not occupied by Alfredo's house. Accordingly, on July 22, 1947, a writ of execution was issued, directing Alfredo Castro "to vacate the portion of the land mentioned in this execution except the portion where your house is constructed, and immediately turning it over to the herein plaintiffs and not to molest them in their possession thereof." Contending that, under the agreement, he was entitled to the possession within two years from April 12, 1947, of the whole lot containing some 400 square meters, and not only of the portion on which his house is built, Alfredo Castro refused to comply with the writ of execution. Whereupon the plaintiffs-appellants herein filed a motion to declare Alfredo Castro in contempt of court, which motion was denied by the Court of First Instance of Camarines Sur on the ground that Alfredo Castro had the right to possess the whole lot in question during the stipulated two years. Their motion for reconsideration having been denied, the plaintiffs have appealed.

The appellants have adopted the theory that the expressions "where it is constructed," "wherein the house is constructed," and "where it stands" found in conditions (a) and (b) hereinbefore quoted, convey the idea that the appellee was to remain in possession only of the portion covered by his house. This is untenable, considering that, if it was so intended, the parties would have employed the term "portion" or "part," instead of the word "lot," especially in view of the fact that the property which was the subject matter of the decision of May 27, 1947, was a parcel of residential land containing an area of about 409.62 square meters, and in view of appellants' admission that, at the time of the signing of the amicable settlement, said lot was not subdivided. Moreover, as the agreement referred to various lots, the expressions invoked by the appellants were undoubtedly designed to distinguish the lot in question from others on which the appellee had no house. It is immaterial whether, as alleged by appellants, there are two other houses on the controverted lot not belonging to the appellee. What is important and decisive is

that the lot which the appellee is entitled to hold for two years is identified in the agreement as containing the house of appellee, not merely as the area covered by said house.

Being correct, the appealed orders hereby affirmed, with costs against the appellants. So ordered.
Feria, Pablo, Bengzon, Padilla, Ttutson, Montemayor, Reyes, Jugo and Bautista Angelo, JJ., concur.

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