

ADRIANO GOLEZ, PLAINTIFF AND APPELLEE, VS, CARMELO S. CAMARA, DEFENDANT AND APPELLANT.

G. R. No. L-9160. April 30, 1957

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

On appeal from a decision of the Court of First Instance of Negros Occidental, dated October 6, 1950, in the case at bar, this Court rendered, on October 3, 1953, a decision (G. R. No. L-4160) the dispositive part of which reads as follows:

"Wherefore, it being understood that the appellant is indebted to the appellee upon account of the repurchase price of the land in question only in the sums of P1,956.00, with twelve percent compound interest from January, 1932, and P296.18 with compound interest of twelve percent from January 24, 1945, which indebtedness should first be settled by the appellant before he is entitled to a conveyance of the land in question, the appealed judgment is in all other respects affirmed, except further that the 90-day period fixed therein shall be computed from the date this decision becomes final. So ordered without costs." (Record on Appeal, pp. 30-31.)

When the records of the case were returned to the court of origin, or on March 26, 1954, plaintiff Adriano Golez deposited the sum of P25,386.33 (P386.33 in cash and P25,000 in P.N.B. Manager's check No. 444021) with said court and prayed that defendant Carmelo S. Camara be ordered to make the conveyance directed in our aforementioned decision. Presently, an issue arose on whether Camara should convey to Golez seven (7) parcels of land, as claimed by the former, or twenty-four (24) lots, as urged by the latter. Thereafter, Camara assailed the validity of said deposit, upon the ground that it had been made in check. The lower court upheld the legality of the deposit, but, it sustained Camara's pretense, as regards the number of lots he should assign to Golez. After several motions for reconsideration filed by the latter, which were, at first, denied, the court by an order dated March 1, 1955, eventually accepted plaintiff's contention, to the effect he is entitled to a deed of conveyance of said twenty-four (24) lots. Hence the present appeal taken by defendant Camara.

The first question for determination is the effect of the judicial consignation aforementioned, which Camara challenges as ineffective, because it, or most of it (P25,000), had not been made in cash. Article 1249 of the Civil Code of the Philippines, on which Camara relies in support of his aforesaid pretense, provides:

"The payment of debts in money shall be made in the currency stipulated, and if it is not possible to deliver such currency, then in the currency which is legal tender in the Philippines.

"The delivery of promissory notes payable to order, or bills of exchange or other mercantile documents shall produce the effect of payment only when they have been cashed, or when through the fault of the creditor they have been impaired.

"In the meantime, the action derived from the original obligation shall be held in abeyance."

It will be noted, however, that even the delivery of bills of exchange—and hence, of checks, shall—pursuant to the

second paragraph of said Article 1249—"produce the effect of payment * * * when they have been cashed". In the case at bar, the manager's check deposited by Golez had, in fact, been cashed, for, upon its receipt, the clerk of court indorsed the check to the Provincial Treasurer of Negros Occidental, who deposited it with the Philippine National Bank, and the latter honored, the check and placed the amount thereof (P25,000 or P25,386.33) to the credit of the Provincial Treasurer. The effect of these facts, in contemplation of law, was the same as if the aforementioned amount had been deposited, in cash, with the clerk of court, for, thereafter, said sum became available to him in cash.

Besides, Camara had, in effect, accepted said deposit as good, not only by not objecting thereto or questioning it from March 26, 1954, to December 11, 1954, but, also by praying in a motion dated October 16, 1954, that he be allowed to withdraw the amount of said deposit, despite the fact that plaintiff's motion of April 6, 1954—copy of which had been duly served on defendant's counsel—explicitly stated that the deposit had been made in a manager's check. Although, in a subsequent motion dated December 11, 1954, Camara prayed, among other things, that his aforesaid motion of October 16, 1954 be deemed withdrawn, because no cash deposit had been made, it is apparent that this move was prompted, not by any objection to said manager's check, he being aware of it long before he filed said motion dated October 16, 1954, but by the fact that, in an opposition filed by the plaintiff on October 23, 1954, he asserted that defendant should convey to him, not seven (7) lots, but twenty-four (24) lots.

At any rate, said Article 1249 deals with a mode of extinction of debts and Golez is not indebted to Camara. The former merely had, under our decision of October 3, 1953, a right to demand the conveyance of the property in dispute, provided he paid the sum stated in said decision to the latter. In other words, Golez had, for all intents and purposes, an option—valid for the period set forth in said decision—to acquire, for the amount fixed therein, the property in dispute. He had no obligation to pay said amount, if he did not care to get said property. In fact, Camara does not regard Golez bound to make said payment. What is more, the former does not want the latter to make it, and holds that he (Golez) cannot now legally make it, even if he (Golez) should wish to do so.

Perhaps the nature of the judicial relation between Golez and Camara could be visualized with greater precision, if we remembered that said relation is essentially and objectively an outgrowth of the fact that Golez is the ultimate beneficiary of the right of redemption of Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yanson, except that this right has been broadened, in point of time for its exercise, as well as with respect to the properties subject thereto, as held in the order appealed from and hereinafter demonstrated. Surely, there is no legal obligation to exercise the right of redemption (*Cordero vs. Siosoco*, 43 Off. Gaz., 4664; *Rosales vs. Reyes y Ordoveza*, 25 Phil., 495).

In connection with said option or right of redemption, no judicial consignment is, however, necessary. A bona fide tender of payment suffices. Such tender was validly and effectively made when, on March 26, 1954, Golez made the deposit aforementioned and prayed that Camara be ordered to make the conveyance in question. (*Paez vs. Magno*, 83 Phil., 403, 46 Off. Gaz., 5425, 5427; *Javellana vs. Mirasol*, 40 Phil., 761.)

In short, Article 1249 of the Civil Code of the Philippines is inapplicable to Golez, for he is not indebted to Camara (*Salvante vs. De la Cruz*, 88 Phil., 236; *Del Rosario vs. Sandico*, 85 Phil., 170, 47 Off. Gaz., 2866; *Arzaga vs. Rumbaoa, et al.*, 91 Phil., 499.) But even if he were, the judicial deposit made by Golez would be valid and effective, not only because Camara had already accepted it (*Gutierrez vs. Carpio*, 53 Phil., 334), but, also, because the manager's check in question has been cashed.

The next issue is: What lots must be conveyed by Camara to Golez? In order to settle this question, a brief review of the background of this case is necessary.

It appears that two (2) haciendas known as Aurelia and Buenavista, both situated in the Municipality of Isabela, province of Negros Occidental, belonged to Adriano Golez, Jose Locsin, Augusto Locsin, Isidoro Jimenez, Filomena Jimenez, Aurelia Jimenez, and Vicente Jimenez Yanson, as co-owners thereof. Prior to December, 1930, judgment was rendered in Civil Case No. 4912 of the Court of First Instance of Negros Occidental, entitled "Philippine National Bank vs. Vicente Jimenez Yanson, Isidoro Jimenez and Aurelia Jimenez," sentencing the defendants therein to pay a sum of money to said Bank. In order to satisfy this judgment, the Provincial Sheriff of said province sold at public auction the interest of said defendants in the aforementioned haciendas, which interest was purchased by the Bank, subject to the usual right of redemption of the judgment debtors. Not being, apparently, in a financial condition to pay the redemption price and, at the same time, being unwilling to give up their interest in the haciendas, said judgment debtors sought the assistance of Golez, who, seemingly, did not have, as yet, the means necessary therefore. Said judgment debtors and Golez, accordingly, contacted Camara, and these three (3) parties, in turn, entered into negotiations with the Bank. As a consequence of said negotiations, two (2) deeds were executed, namely:

a. The first, notarized on December 29, 1931, was a "compromiso de venta," executed by the Philippine National Bank, Carmelo S. Camara and Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yanson, whereby the Bank promised to sell to Camara, its interest, not only in the seven (7) lots, constituting the Haciendas Aurelia and Buenavista, but, also in seventeen (17) lots, specifically described in said instrument, situated in the Municipalities of Isabela, La Carlota and Bago, Negros Occidental. The agreed price was P55,160.00, payable as follows: P5,516, on or before March 31, 1932, and the balance, of P49,644, by an annual delivery of 1,000 piculs of centrifugal sugar, the proceeds of the sale of which shall be applied to the satisfaction, first, of the stipulated interests, and then of said price, beginning from the crop year 1932-1933. Likewise, Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yanson, assigned, sold and conveyed to Camara the right to redeem their respective interests in said haciendas from the Bank.

b. The second was a deed, dated December 31, 1931; and entitled "Escritura de Arrendamiento." It was executed by three (3) parties, viz: Vicente Jimenez Yanson, as attorney-in-fact for Adriano Golez, and Jose J. Locsin and Augusto Locsin, as lessors, and parties of the first part; Carmelo S. Camara and Antero Mijares as lessees, and parties of the second part; and Isidoro Jimenez, Filomena Jimenez, Aurelia Jimenez and Vicente Jimenez Yanson (this time in his own behalf), as parties of the third part. The stipulations in said instrument are preface*! with several whereas, pertinent parts of which read:

"POR CUANTO consta otorgada y estipulada en escritura de compromiso de venta concluida por el Banco Nacional Filipino como vendedor y el Sr. CARMELO, de la SEGUNDA PARTE de este contrato, comprador, escritura en la cual dio su conformidad la TERCEKA PARTE de este contrato, - - - que diclio Banco Nacional Filipino se conipromete y se obliga a vender y a traspasar *! * * ciertos y deierminados tcrrenos de la propiedad de diclio Banco Nacional Filipino * * *.

"POR CUANTO en dicho compromiso de venta arriba dicho el Sr. Carmelo S. Camara, * * * adquiere derecho sobre parte solamente de los mencionados terrenos, sucediendolo al Banco Nacional Filipino segCm solamente los derechos de este, * * * y en virtud que dicha parte objeto del compromiso de venta del Banco Nacional Filipino a favor del susodicho Sr. Carmelo S. Camara de la segunda parte, de este contrato, de los citados terrenos es como sigue:

Lotes

Cadaastro

Extension

Participacion

1. No. 552 Isabela

277,088

sq. m.

8/10

2. No. 559

Isabela

1,237,756

sq. m

8/10

3. No. 597-A Isabela

876,151

sq. m

8/10

4. No. 914 La Carlota

156,352

sq. m.

Total

5. No. 915 La Carlota

134,511

sq. m.

Total

6. No. 616

La Carlota

11,162

sq. m.

Total

7. No. 999 La Carlota

165,521

sq. m.

Total

8. No. 1138 La Carlota

492,791 l

sq. m.

Tota

9. No. 920 La Carlota

277,861 .

sq. in

Total

10. No. 1001 La Carlota

40,106

sq. m.

Total

11. No. 904

La Carlota

143,960

sq. m.

Total

12. No. 903 La Carlota

148,638

sq. m.

Total

13. No. 902 La Carlota

63,213

sq. m

Total

14. No. 1000 La Carlota

17,905

sq. m.

Total

15. No. 913 La Carlota.

151,546

sq. m.

Total

16. No. 1377 Isabela

732,856

sq. m.

1/10

17. No. 547 Isabela

156,888

sq. m.

3/10

18. No. 443

Isabela

1,429

sq. m.

8/10

19. No. 1208 Isabela

352

sq. m.

3/10

20. No. 1209 Isabela

1,483

sq. m.

3/10

21. No. 511 Isabela

1,800

sq. m.

8/10

22. No. 219 Isabela

140,482

sq. m.

8/10

23. No. 1215 Isabela

141,432

sq. m.

Total

24. No. 2245 Bago

301

sq. m.

Total

'POR CUANTO ha sido convenido, concluido y estipulado entre todas las partes de este contrato, * * * en virtud del referido com-promiso de venta arriba descrito * * * que los derechos de recompra de Jos Sres. Isidoro Jimenez, Vicente Jimenez Yanson, Filomena Jimenez y Aurelia Jimenez de la participation o, participaciones de los mismos sobre los susodichos terrenos que son de la propiedad en parte ahora del Banco Nacional Filipino, sean rentmciados a favor del Sr. Adriano Golez, * * * Con la conformidad y consentimiento de los Sres. Jose Locsin y Augusto J. Locsin, pero con mediación de la compra establecida en el repetido compromiso de venta por el Sr. Carmelo S. Camara, * * * y que ello de dicho modo se verifique y eg llve a efecto por y para dicho Sr. Adriano Golez solamente, o en consideration y a favor del mismo; y

"Por citania entre los supradichos terrenos objeto de la pre-citada escritura con el Banco Nacional Filipino * * * estan los lotes Nos. 547, 1208, 120!) y 1377, de la medicion cadastral de Isabela, que constituyen la hacienda azucarera denominada hacienda buenavista, * * * y los lotes Nos. 443, 511 y 597, de la misma medicion cadastral de Isabela, que constituyen la hacienda azucarera denominada hacienda aurelia, * * *" (Record on Appeal, pp. 106-110.)

Then, the instrument goes on to say that, in consideration of the facts thus stated and of the mutual advantages that the parties expected to derive therefrom and from the lease agreement set forth in said document, the party of the first part thereby leased their respective, shares in Haciendas Aurelia, and Buenavista to the party of the second part, for a period of eight (8) years, beginning from the crop-year 1932-1933, extendible for two (2) years, subject to the terms and conditions therein stated, among' which are the following:

"7.a Que como condicion sine-qua-non de que este contrato en toda su fuerza y vigor, * * * la SEGUNDA PARTE pagara * * * al Banco Nacional Filipino en o antes del mes de Marzo de 1932 la cantidad de cinco mil quinientos diez y seis, moneda filipina, como primer pag'o a cuenta de la compra estipulada por el Sr. Carmelo S. Camara: * * * de los terrenos tales como se describen al comienzo de esta presente escritura, y que se hallan mas detalladamente des-critas en la escritura de compromiso de venta de dicho señor con el Banco Nacional Filipino como al principio de este mismo contrato se hace constar, para adquirir la propiedad de los que no lo son del Sr. Adriano Golez, de la primera parte de este contrato, como en esta misma escritura al comienzo igualmente se hace constar; y que una vez hecho el pago de la cantidad dicha al citado Banco Nacional Filipino dichas propiedades cubiertas por dicho escritura de compromiso de venta con el precitado Banco Nacional Filipino, estaran todas entregadas y en posesion del mismo Sr. Adriano Golez, * * * V (Italics ours.)

9.a Que los alquileres de las fincas o haciendas, Buenavista y Aurelia aqui objeto de este arrendamiento, seTan pagados por la Segunda Parte, a razon de mil picos (1,000 pp.) de asucar centrifugado cada año de las dos primeras zafra correspondientes a los años agricolas a 1932-1933 y 1933-1934 de este arrendamiento, y cada año sucesivo despues durante el tiempo de este contrato * * *. "10.a Que la forma de pago de dichos alquileres provisto en la condición o clausula 9.a de este contrato, - * * * sera de conformidad con los mismos plazos, tiempo y condiciones todos convenidos con el Banco Nacional Filipino por el Sr. Carmelo S. Camara, * * * en el compromiso de venta de que se hace mención repetidas veces en esta escritura, * * * que dicho pago de parte del Sr. Carmelo S. Camara, * * * a del precio estipulado de la venta concluida en virtud del compromiso de venta otorgado por dicho Sr. Carmelo S. Camara con el Banco Nacional Filipino * * * :E es el mismo pago de los alquileres debidos y por deber, que veneran y seran pagaderos por la SEGUNDA PARTE para todos los efectos, fines legates y contTac-tuales de este contrato, y para la recompra de las fincas segun aqui se conviene

estipula y otorga en esta escritura por y para el Sr. Adriano Golez, * * * y que dicha SEGUNDA PARTE de este contrato se compromete y se obliga a hacer y verificar el expresado pago y todos los pagos debidos al Banco Nacional Filipino, exactamente, como en el mismo compromiso de venta se expresa, el Banco Nacional Filipino en cumplimiento de dicho compromiso de venta, para cumplir y obtener la compra definitiva de las propiedades objeto del repetido compromiso de venta, por y para el Sr. Adriano Golez, en y durante todo el tiempo de la vigencia de este contrato. Entendiéndose sin embargo, que CIENTO VEINTE picos (120 pp.) de AZUCAR CENTRIFUGADO de los dos CIENTOS PICOS (200 pp.) de Azucar Centrifugado que se pague con arreglo a esta cláusula y todas las condiciones de este contrato, anualmente por alquileres por la SEGUNDA PARTE a favor de la PRIMERA PARTE, corresponderán y serán entregados y pagados en cualquier año y en todos los años en que los alquileres según la condición o cláusula 9, a raíz de este contrato fuesen del 1,200 pp. anuales, a los Sres. Jose J. Locsin y Augusto J. Locsin, de la primera parte de este contrato, no obstante cualquier otra provisión en contrario.

"11.a Que la cantidad de CINCO MIL QUINIENTOS DIEZ Y SEIS (P5,516.00) moneda filipina, que hubiere pagado con arreglo a la condición o cláusula 7.a de este contrato al Banco Nacional Filipino la SEGUNDA PARTE, de este contrato, será obligación y deuda del Sr. Adriano Golez, de la PRIMERA PARTE del presente, personalmente, a favor del Sr. Carmelo S. Camara, de la SEGUNDA PARTE de este mismo contrato, que devengará para dicho acreedor un interés anual de doce por ciento (12%) a liquidar anualmente desde que al mismo Banco Nacional Filipino sea pagada (dicha suma de P5,516.00) y, que del mismo modo, será una deuda y obligación del mismo Sr. Adriano Golez a favor del Sr. Carmelo S. Camara toda otra cantidad remanente y balance no cubierto después por la aplicación a los ingresos de los mil picos (1,000 pp.) y de los OCHENTA PICOS (80 pp.) de AZUCAR CENTRIFUGADO anuales provistos bajo la condición 9.a en relación con la 10.a de este contrato, también con intereses que correspondieran bajo el mismo tipo de doce por ciento (12%) anual, y todo ello mientras la deuda no fuese enteramente pagada, o totalmente saldada por el Sr. Adriano Golez a favor del Sr. Carmelo S. Camara."

"14.a Que una vez terminado el arrendamiento con arreglo a los términos y condiciones de este contrato, con su prórroga de los días que estipula la condición 13.a en su caso, independiente de cualquier obligación que aun resultare remanente del Sr. Adriano Golez bajo las estipulaciones aquí en este contrato puestas, la SEGUNDA PARTE tendrá los terrenos y propiedades todas cubiertas por el compromiso de venta del Banco Nacional Filipino, de que se hace mención repetidas veces en estas escrituras completamente liberadas de deuda y obligación para con dicho Banco; y tan pronto entonces como fuere actible sus títulos de propiedad serán por dicha SEGUNDA PARTE transferidos, sancionados, exentos y libres de toda carga y gravamen al susodicho Sr. Adriano Golez en lo que corresponde al mismo, según los derechos adquiridos del Banco Nacional Filipino, y todo lo cual será como obligación de dicha SEGUNDA PARTE; y, entonces la PRIMERA PARTE, y el Sr. Adriano Golez en particular, convendrá con dicha SEGUNDA PARTE la forma de pago de cualquiera obligación remanente que a la sazón hubiere proveniente de la transacción que en virtud de este contrato y sus estipulaciones de lugar a la adquisición de dichas propiedades para el mencionado Sr. Adriano Golez la cual transacción por la presente repetidamente se hace constar forma parte integrante y es condición esencial de este contrato de arrendamiento siendo la conscripción bajo la cual el mismo se cede y se estipula con la Segunda Parte. Entendiéndose que entonces, cuando esto se hiciera los gastos de propiedad serán por cuenta de la Primera Parte. (Italics ours.)

"15.a Que el presente contrato se otorga por ambas partes Primera Parte y Segunda Parte, y en todas sus estipulaciones se conforma y a las mismas da su consentimiento expreso la Tercera Parte, para tener efecto y ser obligatorio en todas sus partes y para todos los respectos, después de las mismas partes, sobre las mismas propiedades, para los herederos, sucesores causahabientes, cesionarios, administradores, albaceas y ejecutores testamentarios de todas las mismas partes aquí otorgantes, en toda y en cada una de sus estipulaciones, condiciona y términos aquí pactados y estipulados."

It should be noted, at this juncture, that although said "escritura de arrendamiento" names Carmelo S. Camara and

Antero Mi j ares Jr. as lessees, Camara is, and has been, considered as the only lessee under said agreement. The record suggests no explanation therefor and none has been offered by the parties. But, since all of them are seemingly agreed on the status of Camara as the sole lessee, under said "escritura de arrendamiento," we will regard him as such for the purpose of* this decision.

Pursuant to the provisions of said two (2) contracts, Camara paid P5,516 to (the Philippine National Bank in March, 1932, and delivered to said Bank, 1,000 piculs of sugar, each year thereafter, up to the outbreak of the war in the Pacific. In January, 1945? while Negros Occidental was still under Japanese occupation, Camara paid the Bank P35,541.18 in Japanese military notes, balance of the price stipulated in the aforementioned "Compromiso de venta", after deducting the partial payments thus made by Camara. Thereafter, Golez and Camara failed to agree on the amount to be paid by the former in order that the latter could be required to" make the conveyance stipulated in the contract of lease. The main point of disagreement was then the amount which would be subject to the payment of interests, compounded annually. Camara claimed that said interests were due on any and all sums paid by him to the Bank, including the value of the centrifugal sugar delivered to the latter by the former, whereas Golez contended that interests were chargeable only on the initial cash payment of P5,516, and on such other sums as he may have paid to the Bank, in excess of the price of said centrifugal sugar. Such disagreement led to the institution of the present case, which culminated in a decision of the Court of First Instance of Negros Occidental—dated October 6, 1950, and mentioned at the beginning of this decision—favoring Camara's pretense, but, which, on appeal, was modified in our aforementioned decision of October 8, 1958, which adopted the theory of Golez. The pertinent part of said decision of this Court, reads:

"There is now no question as to the right of the appellant to redeem the properties in question from the appellee, the latter not having appealed, and the only point that arises refers to the amount which the appellant has to pay. From the foregoing observations we are inclined to hold that the appellant should pay to the appellee the sum of P5,516", less P3,560 already paid on said item, or P1,956 with 12 per cent Interest compounded annually from January, 1932, (it being admitted under appellant's evidence—transcript, pp. 37-38—that the sum of P3,560 was paid at the commencement of the lease contract, executed on December 31, 1931), plus the sum of P35,541.38. The latter amount, which was paid by the appellee on January 24, 1945, in Japanese military notes must be reduced to actual Philippine Currency under the Ballantyne Scale, since said disbursement could have been repaid in the same currency by the appellant during" the Japanese occupation. After being so reduced, it shall also bear compound interest of twelve per cent per annum from January 24, 1945."

It is clear from the foregoing facts that Camara is bound to convey to Golez, not only the interest of Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yanaon in the seven (7) lots constituting the Haciendas Aurelia and Buenavista, but, also, the other seventeen (17) lots described in the "promise to sell" and in the contract of lease" above-mentioned.

It is true that the sale at public auction of the share of Isidoro Jimenez, Aurelia Jimenez and Vicente Jimenez Yanson, in said haciendas, was the factor responsible for the intervention of Camara in the contracts already adverted to. This fact, and the circumstances that the property leased to Camara were said haciendas, explain the emphasis given thereto in the pleadings and in the former decisions of the Court of First Instance and of this Court. Again, the issues then submitted for determination revolved on the amount to be paid by Golez to Camara, which hinged primarily on the interpretation of said "escritura de arrendamiento" thus focussing attention on said contract of lease and on the property leased—Haciendas Aurelia and Buenavista.

However, neither said "compromiso de venta", nor the aforementioned "escritura de arrendamiento," was limited to a promise to sell or to a contract of lease. The former involved, also, a cession of the right of redemption, which, although ostensibly made (in the promise to sell) in favor of Camara, turns out, in the language of the

contract of lease—which was part of one whole scheme agreed upon by the parties—to be "por y para el Sr. Adriano Coiez". The latter (contract of lease) contained, also, a promise to assign or sell in favor of Golez. In any event, said "eompromiso de venta" expressly referred, not only to said haciendas, but also, to the seventeen (17) other lots therein described. Similarly, the aforementioned "escritura de arrendamiento" explicitly states that one of the considerations therefor is said "eompromiso de venta" of twenty-four (24) lots, the identification number of, and the location, area, and the interest held in each of which are specified therein. Said deed of lease, moreover, stipulates clearly that "una vez hecho el pago de la cantidad dicha al citado Banco Nacional Filipino, dichas propiedades cubiertas por dicha escritura de eompromiso de venta * * * estaran todas entregados y en posesion del * * * Sr. Adriano Golez." In the light of the foregoing, and considering that the decision of this Court of October 3, 1953, and that of the former decision of the lower court, fixing' the amount to be paid by Golez, obviously regarded that payment thereof is a condition precedent to, or the consideration for the conveyance undertaken to be made by Camara, there is no doubt in our mind that the phrase "land in question" used in the dispositive part of our aforementioned decision, referred to the twenty-four (24) lots described in both deeds, and that Camara is bound to convey said twenty-four (24) lots to Golez.

Wherefore, the order appealed from is hereby affirmed with costs against the appellant, Carmelo S. Camara. It is so ordered,

Bengzon, Montemayor, Reyes, A., Bautista Angelo Labrador, Endencia and Felix, JJ., concur.

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