

FLORENCIO DEUDOR, ET AL., PLAINTIFFS AND APPELLANTS, VS. J.M. TUASON & CO., INC., ET AL., DEFENDANTS AND APPELLEES.*G.R. No. 13768. May 30, 1961*

Ponente: CONCEPCION, J.

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Appeal by plaintiffs Florencio, Pedro, Aniana and Maria Deudor, hereinafter referred to as appellants, from certain orders of the Court of First Instance of Rizal dated February 28, 1957 and January 10, 1958.

Prior to March 16, 1953, J.M. Tuason & Co., Inc., and Gregorio Araneta & Co., Inc., as alleged owners and attorneys-in-fact of Santa Mesa Heights Subdivision, were involved in Civil Cases Nos. Q-135, Q-139, Q-174, Q-177 and Q-187 of the Court of First Instance of Rizal. In Case No. Q-135, entitled "Florencio Deudor, et al. vs. J. M. Tuason & Co., Inc., et al.", plaintiffs therein, invoking title under an alleged "informacion posesoria", claimed a parcel of land of about 50 "quiñones", or 225 hectares, located in Tatalon, Quezon City, over which J. M. Tuason & Co., Inc. asserted ownership under the Land Registration Act, by virtue of an original certificate of title, covering a bigger tract of land, issued way back in 1914. The title of J. M. Tuason & Co., Inc. over portions of said 50 "quiñones" was, also contested in said Civil Cases Nos. Q-139, entitled "J. M. Tuason & Co., Inc. vs. Agustin de Torres", Q-174, entitled "Apolonio Misericordia vs. J. M. Tuason & Co., Inc.," Q-177, entitled "Agripino Pascual vs. J. M. Tuason & Co., Inc.," and Q-186, entitled "Macaria Fulgencio vs. J. M. Tuason & Co., Inc." On March 16, 1953, these five (5) cases were settled by a compromise agreement between J. M. Tuason & Co., Inc. and Gregorio Araneta & Co., Inc., on the one hand, hereinafter referred to as the appellees, and all of the other parties in said cases, who were designated in said agreement, and will hereinafter be referred to collectively as the Deudors.

It appears that prior to the institution of said cases, the Deudors had caused the aforementioned land of about 50 "quiñones" to be subdivided into lots and that some of these lots, aggregating approximately 30 "quiñones", were sold to several persons, whose names are set forth in two lists attached, as Annexes B and C, to said compromise agreement. The Deudors, including appellants herein, acknowledged therein the title, in fee simple, of J. M. Tuason & Co., Inc.,—who is referred to in the agreement as Owners—in and to said land of 50 "quiñones", and renounced, ceded and quit-claimed in its favor whatever right, title or interest they (the Deudors) had over said property, and, in consideration thereof, J. M. Tuason & Co., Inc. undertook to pay them P1,201,063, from which the aggregate sum of P486,137.26 would be deducted for certain purposes stated in the agreement, thereby leaving a balance of P714,295.74, to be paid in the manner and under the conditions set forth in clause 8, section d, of the Compromise Agreement, as follows:

1. The first payment shall be P100,000.00 and shall be made within sixty (60) days from the date the decision rendered in the foregoing cases approving this compromise agreement becomes final; Provided, that within said period the DEUDORS shall have effected the delivery to the OWNERS of at least 20 quiñones, the possessory rights over which have not been sold by the DEUDORS to third persons, out of the total area of 50 quiñones involved herein in such manner that the OWNERS, may without interruption, proceed with the

subdivision and sale of said 20 quiñones and likewise deliver the portions so sold to the buyers thereof, and provided further, that if the DEUDORS FAIL TO DELIVER said 20 quiñones as above, specified, then the first payment of P100,000.00 mentioned in this paragraph shall not be made until after the delivery is effected;

"2. If the DEUDORS, within a period of 60 days from the date of decision rendered in the foregoing cases, should be able to deliver the peaceful and complete possession of the portion of the property occupied and possessed by the persons listed in Annex 'C' and who are not willing to continue with their contracts of purchase and such other persons who may later join the ones listed in said Annex 'C', the payments subsequent to that specified in the paragraph immediately preceding shall be made as follows:

2nd payment—1955 P99,408.79

3rd payment—1956 to be made 1 year after the
date of the 2nd payment 99,408.79

4th payment—1957 to be made 1 year after the
date of the 3rd payment 69,510.50

5th payment—1958 to be made 1 year after the
date of the 4th payment 69,510.50

6th payment—1959 to be made 1 year after the
date of the 5th payment 69,510.50

7th payment—1960 to be made 1 year after the
date of the 6th payment 69,510.50

8th payment—1961 to be made 1 year after the
date of the 7th payment 69,510.50

9th payment—1962 to be made 1 year after the
date of the 8th payment 68,555.66

TOTAL P614,925.74

"However, in the event that the DEUDORS fail to comply with the conditions set forth in clause 8, section d, subsection 2, the following shall be the form of payments to be made to the DEUDORS by the OWNERS, if they make delivery as hereinafter set forth:

If delivery is made after the 60-day period provided for above but before the expiration of one year from the date of the first payment, the DEUDORS shall receive as second payment the amount of P99,400.79 two years after the date of the first payment. If delivery is made after one year from the date of the first payment, the DEUDORS shall receive as second payment, the amount of P99,408.79 one year after the date of such delivery.

"In either case, the succeeding payments as hereinafter provided shall become due one year from the date of the payment immediately preceding, as follows:

3rd payment P99,408.79

4th payment 69,510.50

5th payment 69,510.50

6th payment 69,510.50

7th payment 69,510.50

8th payment 69,510.50

9th payment 68,555.66

P515,516.95"

It was further stipulated in the agreement that "it shall be the joint and solidary obligation of the Deudors to make the buyers of the lots purportedly sold by them to recognize the title of the owners over the property purportedly bought by them and to make them sign, whenever possible new contracts of purchase for said property at the current prices and terms specified by the owners in their sales of lots known as 'Sta. Mesa Heights Subdivision'; that "the possession of the land in question shall be turned over by the Deudors to the owners as herein provided and the former shall guarantee that during the pendency of the sale of said property, no squatters or unauthorized persons shall settle or take possession or continue in possession of any portion of said property"; and that in the event of failure of the Deudors to comply with any of the obligations and conditions of the agreement, the owners shall have the right to suspend the payments aforementioned.

This compromise agreement was submitted for approval to the Court, which, after assuring itself that the parties understood the contents thereof, caused the agreement to be signed in Court, and then rendered on April 10, 1953, a decision the last two (2) paragraphs of which read:

"The parties and their respective attorneys have petitioned this Court that after rendition of judgment in the above-entitled cases, steps be taken, under the supervision of this Court, to implement said 'Compromise Agreement', and in the interest of justice the Court grants this last mentioned petition. It should be understood, however, that the implementation to be taken under the supervision of the Court will not and should not be construed and interpreted by the parties that it shall in any way affect this decision on the merits rendered by the Court.

"IN VIEW OF ALL THE FOREGOING, decision is hereby rendered declaring, as it hereby is declared, that J. M. Tuason & Co., Inc. is the absolute owner of the land involved in these cases, having in its name a transfer certificate of title issued in accordance with the provisions of the Land Registration Act, said title being binding and conclusive against the whole world. It is further ordered that the 'Compromise Agreement' be, as it hereby is, approved in its entirety and all the parties to the same are hereby enjoined to abide and comply faithfully and strictly with the terms and conditions set forth in the said 'Compromise Agreement'. No pronouncement as to costs".

The portion of 20 "quiñones", mentioned in clause 8, section d, subsection (1), was not delivered by the Deudors until January 14, 1956, and this was made possible only because the appellees had agreed to and did advance certain sums to defray the expenses necessary therefor. On April 6, 1956, the Deudors filed a motion praying that the appellees be required to pay them the balance of the agreed first installment—after deducting said advance—or the sum of P79,800.00. On or about April 13, 1956, the appellees deposited this amount in Court and at the same time filed a "motion and counter-manifestation" inviting attention to the constructions existing on the undelivered portion of 30 "quiñones" and praying that the Deudors be ordered to remove such constructions—regardless of whether the same existed on March 16, 1953, when the Compromise Agreement was entered into, or were made after said date—within fifteen (15) days, as well as "to comply strictly with their obligation to maintain the status quo, with respect to said undelivered portion of 30 'quiñones' and to hold the reliable for such damage as may result from their having granted permission to make additional constructions herein after March 16, 1953".

Soon later, or on April 27, 1956, the appellees filed a supplemental motion and "manifestation" praying that payment of said sum of P79,800.00 to the Deudors "be withheld until after the additional 129 illegal constructions in the 30 'quiñones' area shall have been removed".

Subsequently, J. M. Tuason & Co., Inc. filed another motion and "manifestation", dated August 8, 1956, to the effect that the number of illegal constructions on said area had increased to 165, that, meanwhile, several alleged purchasers from the Deudors, not mentioned in the annexes attached to the Compromise Agreement, had instituted Civil Cases Nos. Q-1889 and Q-1890 of the Court of First Instance of Quezon City, against the Deudors and the appellees, and that, in consequence of such cases, the amounts payable to the Deudors from the appellees may not be sufficient to satisfy the claims of the plaintiffs in said cases, and praying, therefore, that appellees' aforementioned "motion and counter-manifestation" and "supplemental motion and manifestation" of April 13 and 27, 1956, be resolved and that the sum of P79,800.00 be retained to answer for the claims of the alleged purchasers not yet mentioned in Annexes B and C of the Compromise Agreement.

Accordingly, on February 28, 1957, the Court issued an order, pertinent parts of which we quote:

"The attention of this Court has been called by the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. to the fact that the illegal constructions on the 30 quiñones, which constructions were made from and after the date of the Compromise Agreement, are growing in number, and that as of January 8, 1957 these constructions totalled 215. Whether these constructions were made with the Deudor's permission as claimed by the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. or without the Deudors' consent as claimed by Atty. Laurel is of no moment. What is material and pertinent now is that these houses and the continued constructions of houses appear completely unabated, and unless this is stopped by those who are supposed to be in possession of the land, these very houses within the 30 quiñones will afford very formidable stumbling blocks against further implementation of the Compromise Agreement. Under the Compromise Agreement, and subject to its other terms and conditions, those referred to collectively as the 'Deudors' are obligated, and they have so bound themselves, to deliver the clear and peaceful possession of the entire 50 quiñones to the OWNERS, J. M. Tuason & Co., Inc. and/or their ATTORNEYS-IN-FACT FOR SANTA MESA HEIGHTS SUBDIVISION, Gregorio Araneta, Inc.

"Under paragraph 3 of the Compromise Agreement, those referred to collectively as the 'Deudors' claimed to have been in possession of the land, and pursuant to par. 9 of the same Compromise Agreement, the 'Deudors' bound themselves to deliver possession of the land in question over to the Owners. It is, therefore, clear to this Court that unless the construction of houses is abated in some way, the implementation of the Compromise Agreement can never be effected. The J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. have asked this Court to set a period of 15 days within which the 'Deudors' would deliver the possession of the remaining 30 quiñones unto said companies. The impatience of the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. is understandable, considering that it is almost four years since the decision became final and yet the 'Deudors' have utterly failed to deliver the 30 quiñones. The Compromise Agreement does not state any specified period within which the 'Deudors' have to definitely comply with, their obligations, but in accordance with Article 1197 of the new Civil Code this Court is authorized and empowered to set a period within which they shall fulfill and comply with all their obligations. This Court is of the opinion that a period of four (4) months from date hereof is more than ample time within which the 'Deudors' may comply with their obligations under the Compromise Agreement, having in mind that more than 42 months have elapsed before the 20 quiñones were in fact delivered, and mostly through the effort of the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. The Court has also in mind that the Compromise Agreement contemplated 60 days from date thereof for compliance therewith by the parties, and certainly the 60-day period so set could not reasonably be extended to four years. The Court would like to call the attention of the parties to the fact that in its decision dated April 10, 1953 the parties were 'enjoined to abide by and comply faithfully and strictly with the terms and conditions set forth in the Compromise Agreement.' Up to the present time, there does not appear to be any sincere or

effective steps taken by any of those referred to collectively as the 'Deudors' in implementing the Compromise Agreement. The Court, therefore, hereby sets a period of four (4) months within which the 'Deudors' shall deliver possession of the entire 30 quiñones to the J.M. Tuason & Co., Inc. and Gregorio Araneta, Inc. Failure of the 'Deudors' to so deliver will have the effect of freeing the J. M. Tuason & Co., Inc. and the Gregorio Araneta, Inc. from all its obligations under the Compromise Agreement and judgment, and the latter shall thereafter be entitled to possession of the 30 quiñones thru this Court's process.

"Counsel for the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. have also called the attention of this Court to the effect that there seem to be other persons who have allegedly bought lands from the 'Deudors' and who have submitted the corresponding Deeds of Sale to this Court but whose names have not been included in the lists submitted by the 'Deudors' to the attorneys of the J. M. Tuason & Co., Inc. and attached to the Compromise Agreement as Annexes 'B' and 'C'. The Court likewise takes cognizance of the fact that there are presently pending cases wherein persons have filed complaints praying that the difference in the price fixed by the Gregorio Araneta, Inc. for the same land should be charged against or deducted from whatever amount the 'Deudors' would receive from the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc.

"This Court believes that it cannot decide the question now, but shall do so in cases properly brought up before it. It likewise takes cognizance of Civil Cases Nos. Q-1732, Q-1733, Q-1746, Q-1799, and Q-1932 filed against the Deudors and J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc., and other related cases. As to those persons who had allegedly bought land from the Deudors but whose names have not been included in the lists, Annexes 'B' and 'C' to the Compromise Agreement, the Court cannot at the present time issue an order without a proper motion from the proper party.

"IN VIEW OF ALL THE FOREGOING, * * *.

"Those referred to collectively as the 'Deudors' in the Compromise Agreement, namely, Florencio Deudor, Maria Deudor, Pedro Deudor, Aniana Deudor, Jesus Gamitan, Cirilo del Rosario, Tomas de la Cruz, Rufina Guerrero. Ana Pascual, Alberta Martinez. Ambrosio Andaya, Donato Fajardo, Eustaquio. Alquiros, Agripino Pascual, Macaria Fulgencio, Carlos Javier, Aurea Misericordia and Feliciano Misericordia, are hereby ordered to clear and deliver the peaceful possession of the 30 quiñones to the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc., within a period of four (4) months from date hereof, except such constructions by those persons who are mentioned in the Compromise Agreement as willing to continue in the purchase of the parcel of land which they may be occupying and who are willing to pay the price set by the Gregorio Araneta, Inc. Failure on the part of the persons named in this paragraph to comply with said order, the Court shall issue such writs, orders and processes as may be necessary to place the J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. in possession of the said 30 quiñones."

On April 4, 1957, the Deudors filed a motion for reconsideration, stating that their failure to make delivery of the 30 "quiñones" was not due to their fault; that the period of four (4) months given them in the order of February 28, 1957, for the delivery of said portion, is too short; that the pendency of the other cases mentioned in appellees' motion and manifestation dated August 8, 1956, rendered the aforementioned order premature; and that the Deudors are themselves entitled to an order directed to the Sheriff for the delivery to the appellees of the litigated property, and praying that said order of February 28, 1957, be so modified as to delete therefrom all references to the four-month period for the delivery of the 30 "quiñones" and to appellees' discharge from their obligations under the compromise agreement, and that the Sheriff be ordered "to clear the premises of said 30 'quiñones' of all persons unlawfully squatting on or occupying the same or portions thereof".

Gregorio Araneta, Inc. in turn, filed a motion, dated August 16, 1957, alleging, inter alia, that the Deudors had not delivered the aforementioned portion of 30 "quiñones", despite the expiration of the period of four (4) months, fixed in the order of February 28, 1957, and that, owing to the failure of the Deudors to make said delivery, the construction of houses by squatters within said area had continued so unabated that, as of August 12, 1957, there

were 341 constructions therein, and praying that an order be issued directing the Sheriff of Quezon City to place the appellees "in possession of the 30 'quiñones' subject to these cases now in the possession" of the Deudors, who were named individually in said motion.

On January 9, 1958, appellants herein filed a "manifestation" in which they offered to deliver to the appellees those portions of the 30 "quiñones" on which there are no actual occupants or squatters, as well as to cooperate with the appellees in pin-pointing the unoccupied and clear areas which they are ready to deliver and to join the appellees in the filing of appropriate suits for the ejectment of all persons unlawfully occupying portions of the remaining thirty (30) "quiñones" and/or handling negotiations directed to the same end.

By an order, dated January 10, 1958, the lower court denied the motion for reconsideration of the Deudors and granted said motion of Gregorio Araneta, Inc. dated August 16, 1957. This order was amended by another one, dated January 21, 1958, which suspended the resolution of said motion of Gregorio Araneta, Inc., in compliance with a writ of preliminary injunction issued by the Court of Appeals.

Appellants maintain that the orders of February 28, 1957 and January 10, 1958, are erroneous, upon the ground that: (1) the lower court had no authority, either to fix a period of four (4) months for the delivery of the thirty (30) "quiñones" in question, or to declare that the appellees would be free from their obligations under the Compromise Agreement, should the Deudors fail to make delivery within said period; (2) the lower court's lack of authority to decide in this case the issues raised in cases Q-1732, Q-1733, Q-1746, Q-1799 and Q-1932 thereof, as stated in its order of February 28, 1957, shows that the same was premature, insofar as it fixed the aforementioned period and stated the effect of the failure to make delivery within the same; (3) neither did the lower court had authority, after the expiration of said period, to set aside the Compromise Agreement, to the extent that it remained unimplemented or executory, and to release the appellees from further obligations under said agreement; and (4) although the lower court held the appellees entitled to a process for the delivery of the 30 "quiñones" to them, it denied appellants' petition for such process in favor of the same appellees.

With respect to the period fixed by the lower court for the delivery of said 30 "quiñones" and the effect of the failure to deliver the same within said period, it is urged that the order of February 28, 1957, amounted to an amendment of the Compromise Agreement, without the consent of the parties therein, and of the decision of April 10, 1953, long after the same had become final and executory. There is no merit in this pretense. Appellants admit that the Compromise Agreement "failed to prove for a specific period within which the Deudors should deliver possession" of said 30 "quiñones". Upon the other hand, it is clear from the nature of said agreement and the circumstances surrounding the same that a period was intended by the parties thereto. Indeed, considering that the appellees had a Torrens title, they had no reason to agree on paying P614,925.74 to the Deudors, except upon the expectation of delivery of said area without unreasonable delay. Accordingly, said agreement is subject to the principle set forth in Article 1197 of the Civil Code of the Philippines, reading:

"If the obligation does not fix a period, but from its nature and the circumstances it can be inferred that a period was intended, the courts may fix the duration thereof.

"The courts shall also fix the duration of the period when it depends upon the will of the debtor.

"In every case, the courts shall determine such period as may under the circumstances have been probably contemplated by the parties. Once fixed by the courts, the period cannot be changed by them."

When the authority granted by this provision is exercised by courts, the same do not amend or modify the obligation concerned. Article 1197 in part and parcel of all obligations contemplated therein. Hence, whenever a period is fixed pursuant to said Article, the court merely enforces or carries out an implied stipulation in the contract in question. In fact, insofar as contracts not fixing a period are concerned, said legal provision applies

only if, from the nature and circumstances surrounding the contract involved, "it can be inferred that a period was intended" by the parties thereto. For this reason, the last paragraph of Article 1197, ordains that "in every case, the courts shall determine such period as may under the circumstances have been probably contemplated by the parties". In other words, in fixing said period, the court merely ascertains the will of the parties and gives effect thereto.

Neither does the order of February 28, 1957, amount to an amendment of the decision of April 10, 1953, for the same approved the Compromise Agreement in toto and enjoined the parties "to abide and comply faithfully with the terms and conditions" thereof. Thus, the agreement became, for all intents and purposes, incorporated in the decision, and acquired the same force and effect as the latter. And this is why appellants contend that the order of February 28, 1957 constitutes an amendment of the decision of April 10, 1953. However, this conclusion of the appellants is legally untenable, for, as pointed out above, Article 1197 of our Civil Code is part of the Compromise Agreement, and consequently, of said decision, so that the application of said Article involved merely the enforcement of an implied stipulation of the parties to said agreement, and, accordingly, of an implied provision of the decision itself. As a matter of fact, said decision explicitly declares that "the parties and their respective attorneys have petitioned this Court that after rendition of judgment * * * steps be taken * * * to implement the 'Compromise Agreement'" and that "in the interest of justice the Court grants this petition".

The Deudors insist that, as stated by the lower court in its order of February 28, 1957, It could not decide in this case the issues rated by a number of claimants, not named in Annexes B and C of the Compromise Agreement, who had instituted, against the herein appellees and appellants, civil actions other than those settled by said agreement, and that being thus aware that appellants cannot deliver the 30 "quiñones" in question on account of said new civil actions, the lower court still required them to make said delivery under penalty of forfeiting the right to collect P614,925.74. Thus appellants would seem to imply that the lower court had imposed upon them an obligation which is impossible of compliance because of "legal obstacles" to its performance.

The obligation to deliver said 30 "quiñones" arose, however, from the fact that appellees were owners thereof and from the promise made by the Deudors in the Compromise Agreement, not from the order of February 28, 1957. Moreover, the period within which delivery was to be made, sprang from the same agreement, as implemented by the court, pursuant to said Article 1197, which, impliedly, is part of the agreement. Again, appellants represented therein that they were in possession of the land and in a position to make delivery thereof, Indeed, otherwise, appellees would not have undertaken to pay P614,925.74 to the Deudors. Appellees' right to said delivery was not conditioned upon appellants' actual ability to make such delivery. Hence, the existence of other parties who, by instituting judicial proceedings, had put legal obstacles to said delivery, did not affect appellants' obligation to make it under the Compromise Agreement. In fact, in clause 9 thereof, they guaranteed "that during the pendency of the sale" of the property in question, "no squatters or unauthorized persons shall settle or take possession of any portion of said property * * *. In other words, appellants had assumed the risk concomitant with possible incursions, by squatters or other unauthorized persons, into the aforementioned property.

It is next urged, that in case of appellants' failure to comply with any of their obligations under the Compromise Agreement, the appellees, pursuant to clause 14 thereof, had only the right to suspend the stipulated payments. It should be noted, however that appellees would have the obligation to pay P614,925.74 only "if the Deudors * * * should be able to deliver the peaceful and complete possession" of the 30 "quiñones" in question. Until delivery thereof, appellants had no right, therefore, to said sum, and accordingly, appellees had no obligation to pay it. Since, admittedly, said 30 "quiñones" have not been delivered, it follows that there is no occasion for the suspension of appellees' obligation to pay, for they had no such obligation as yet. The stipulation about suspension of payments referred to non-compliance by appellants of their obligations under the agreement other than the

delivery of the 30 "quiñones", for such delivery was a suspensive condition upon the fulfillment of which the acquisition of the right of the Deudors to said P614,925.74, and the effectiveness of the obligation of the appellees to pay it, depended.

Because, the order of January 10, 1958, says:

"It will be noted that under the agreement, the 'Deudors' are supposed to make delivery of the area unconditionally. In fact, in several of the conferences preceding the execution on the final compromise agreement, the registered owners of the land made it clear that they were agreeing to the settlement only because they wanted to obtain early possession of the whole property and the 'Deudors' through their counsels warranted that such possession would be with J. M. Tuason & Co., Inc. and Gregorio Araneta, Inc. in a matter of months or, at most, in a year. There is no excuse, therefore, for the failure of the 'Deudors' to deliver the remaining 30 quiñones 4 years and 8 months after the execution and approval of the compromise agreement. The equitable, if not the legal, solution of the problem is the setting aside of the compromise agreement of March 16, 1953 so far as it still remains unimplemented or executory. The failure to deliver and the continued mushrooming of houses in the area, despite the compromise, justify the release of J. M. Tuason & Co., Inc., and Gregorio Araneta, Inc. from further obligations under the agreement of March 16, 1953."

appellants assert that it was improper for the lower court, in the proceedings for the enforcement of its decision of April 10, 1953, to set aside the Compromise Agreement, insofar as it still remained unimplemented or executory, and to release the appellees from further obligations under said agreement. The above-quoted paragraph of said order of January 10, 1958, was, however, a mere exposition of some of the reasons why the lower court granted appellees' motion of August 16, 1957, and denied the motion for reconsideration filed by appellants on April 4, 1957. In any event, said paragraph is but a faithful statement of the law pertinent to the subject, inasmuch as the period of four (4) months, given to the Deudors, in said decision, for the delivery of the land of 30 "quiñones"—to which their right to collect P614,925.74 was subject as a suspensive condition—constituted a resolutive period. When the same expired with said suspensive condition still unfulfilled, appellants' right to comply with it was extinguished, and the conditional obligation of the appellees to pay said sum was terminated (Article 1193, Civil Code of the Philippines).

With respect to appellants' claim to the effect that they offered to deliver "portions" of the land of 30 "quiñones" "on which there are no actual occupants or squatters at present," suffice it to note that, under clause 8, section d, subsection 2 of the Compromise Agreement, the appellees are bound to pay P614,925.74 only "if the Deudors * * * should be able to deliver the peaceful and complete possession" of said land of 30 "quiñones". In short, delivery of a portion thereof would not suffice for the acquisition by appellants of the right to collect said sum or any part thereof. The parties clearly contemplated a full, not partial, fulfillment of said condition.

Lastly, appellants say that they have as much right as appellees herein to the execution of the decision herein, and yet the lower court granted the latter's motion for a writ of execution thereof and denied a motion of the former to the same effect. It is not true, however, that the two (2) motions were identical. Appellees prayed that an order be issued directing the Sheriff of Quezon City "to place them in possession of the 30 'quiñones' subject to these cases, now in the possession of" appellants, whereas, appellant's motion was to the effect that an order be issued "commanding the Sheriff to clear the premises of the 30 'quiñones' from all persons unlawfully squatting on or occupying the same or portions thereof." It was proper for the lower court to grant appellees' motion, because the process therein sought was directed against appellants who are bound by the decision of April 10, 1953. It would have been improper for the lower court to grant appellants'1 aforementioned motion, since the same sought to affect squatters, who are neither parties in this proceeding nor bound by the aforementioned decision, and, hence, are beyond the jurisdiction of the court in this case.

Wherefore, the orders appealed from are hereby affirmed, with costs against herein appellants, Florencio, Maria, Aniana and Pedro, all surnamed Deudor. It is so ordered.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Paredes, Dizon, De Leon, and Natividad, JJ., concur.

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