

THE CITY OF MANILA, PLAINTIFF AND APPELLEE, VS. THE RIZAL PARK CO., INC., DEFENDANT AND APPELLANT.

G.R. No. 31063. September 13, 1929

Ponente: VILLAMOR, J.

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VILLAMOR, J.:

This is an action to compel the defendant, Rizal Park Co., Inc., the successor in interest of C. W. Rosenstock & Company to execute the transfer and conveyance of the parcel of land known as block 44 of the Rizal Park subdivision in the City of Manila to the plaintiff, the City of Manila.

The record shows that by the instrument Exhibit A, executed on October 24, 1912, C. W. Rosenstock & Co., bound itself to assign, transfer and convey to the City of Manila, gratuitously and irrevocably, the absolute ownership of said block 44, whereon the city may build or erect a school or schools, or buildings for educational purposes, with playgrounds, within the period of three years from the date of the execution of said instrument. Said partnership, C. W. Rosenstock & Co., assigned and transferred to the City of Manila the absolute ownership of a strip of land 21,972.32 square meters in area, for the laying out, opening, and construction of a main street in said Rizal Park subdivision, binding itself moreover to assign, transfer and convey gratuitously, in favor of the City of Manila, other portions of land for the laying out and opening of the streets marked and indicated on the plan attached to the instrument, as soon as the city decided to open any of said streets, with the understanding that said obligation should be in force for three years from the date of said instrument. But if the partnership of G. W. Rosenstock & Co., continued to be the owner of the land or any portion thereof at the end of said three-year period, this obligation would be extended for another three years. It was expressly and especially covenanted and agreed that C. W. Rosenstock & Co., could not assign, sell, encumber or alienate the remainder of said estate known as Rizal Park after segregating therefrom the parcel assigned in the second clause of the contract, that is, the parcel intended for the main street now known as Washington Street, with an area of 21,972.32 square meters, except subject to the terms of said contract.

The City of Manila, in turn, accepted the assignment made and promised by C. W. Rosenstock & Co., obligating itself to make the constructions indicated in paragraph V of the instrument Exhibit A.

The contract Exhibit A was attached to the complaint and copied in its entirety in the bill of exceptions, and in view of its importance in the decision of this case, we quote it herewith:

"This deed, executed and delivered in the City of Manila, Philippine Islands, on this twenty-fourth day of October in the year nineteen hundred and twelve, by and between C. W. Rosenstock & Co., a duly constituted civil partnership doing business in Manila, Philippine Islands, in accordance with the laws of said Islands, the party of the first part, and the City of Manila, a municipal corporation created and existing through and by virtue of Act Numbered One hundred eighty-three of the Philippine Commission, the party of the second part, both contracting parties being fully authorized and empowered to enter into this contract, witnesseth:

"Whereas said partnership C. W. Rosenstock & Co., is the absolute owner of the parcel of land situated partly

in Sampaloc District, City of Manila, and partly in the Province of Rizal, Philippine Islands, being formerly a part of the Solocan or Santa Clara Estate, now known as 'Rizal Park;' and

"Whereas said partnership C. W. Rosenstock & Co., in order to facilitate and encourage the occupation of its aforementioned land, desires and has proposed to donate to the City of Manila, gratuitously and free of all payment and indemnity, certain parcels of land for the purposes hereinafter stated; and

"Whereas the City of Manila has accepted said proposal of a gratuitous gift of the said parcels of land, subject to the terms and conditions hereinafter specified:

"Now therefore, for and in consideration of the foregoing, and of the terms, stipulations, and conditions hereinafter inserted, the herein contracting parties do hereby mutually covenant and agree upon the following, to wit:

"I. That said partnership, C. W. Rosenstock & Co., does hereby bind and obligate itself to assign, transfer, and convey to the City of Manila, gratuitously and free of all payment or indemnity and irrevocably, the absolute and unconditioned ownership of the land hereinafter described, whereon the city may build a schoolhouse or schoolhouses, or buildings for educational purposes, with playgrounds for the recreation and enjoyment of the school children, within three years from the date hereof. The land here referred to, which said partnership does by this clause bind and obligate itself to assign and transfer to the City of Manila as aforesaid, is described as follows: (Here follows the technical description of this parcel with an area of about 20,803 square meters.)

"II. The partnership C. W. Rosenstock & Co., does hereby assign, transfer, transmit, and convey to the City of Manila, irrevocably and forever, the absolute ownership of all the strip of land for the laying out, opening, and construction of a street, described as follows; (Here follows the technical description of this parcel, containing 21,972.32 square meters.)

"III. That the original parcels from which those described in clauses I and II hereof, after the segregation referred to herein, shall be described as follows: Two parcels of land situated in the Sampaloc District: (Here follows the technical description of these two parcels: the first with an area of about 263,444 square meters, and the second with an area of 263,592.23 square meters.)

"IV. The partnership, C. W. Rosenstock & Co., also binds and obligates itself to assign, transfer, and convey gratuitously and free of all payment, compensation, and indemnity, to the City of Manila, the other parcels of land for the laying out and opening of the streets marked and indicated on the attached plan F-57, as soon as the city decides to open any of said streets, it being understood that this obligation shall be in force for only three years from the date hereof. However, if C. W. Rosenstock & Co. continues to be the owner of said land or any portion thereof at the termination of said three-year period, it shall be understood that this obligation shall be extended for another period of three years.

"V. For and in consideration of the assignment, agreements and obligations, contracted by the partnership, C. W. Rosenstock & Co., through clauses I and IV hereof, in favor of the City of Manila, the latter hereby binds itself as follows:

"1. That the City of Manila shall immediately open and construct the portion of the above-mentioned main street from the so-called Sangleyes Street, to the southwestern boundary of said Rizal Park, which street shall have a width of eighteen (18) meters, providing it with the necessary cement gutters, fresh water pipes, together with at least two public fountains, and the necessary electric light service. Providing, however, that the city shall not now be bound to open said main street except a road of debris and gravel of a width not less than six (6) meters.

"2. If any improvements be made in the streets by the construction of five (5) or more houses within a block, the City binds itself to construct adequate gutters and drains in the sections of the street thus improved.

"VI. The partnership, C. W. Rosenstock & Co., binds itself to reserve for the use of the city, free of all rent, payment, or compensation, the lots necessary for the establishment within said Rizal Park of the public water-closets said city may deem necessary, or that may be required by the sanitary conditions of said land, or of any portion thereof. Said partnership is furthermore bound to permit the City to construct the drainage systems in such places of the Santa Clara or Solocan Estate, now known as Rizal Park, as the city engineer may deem necessary.

"VII. The streets and alleys which must or may hereafter be assigned to the city, shall be according to the general plan for streets described in the attached copy of plan F-2-57, prepared by the city engineer and approved by the surveyor of the Court of Land Registration.

"VIII. It is hereby expressly and especially covenanted and agreed that C. W. Rosenstock & Co., shall not assign, sell, encumber, or alienate the remainder of said Santa Clara or Solocan Estate, now known as Rizal Park, after segregating therefrom the parcel of land, the object of the assignment made in clause II, except subject to whatever has been agreed and stipulated herein, and that this contract shall be recorded in the registry of deeds of Manila as a lien and encumbrance in favor of the city endorsed upon the certificates of title and the duplicates thereof; that pending such due inscription, the city shall not be bound to commence the opening, laying out, and construction of said main street mentioned and described in clause II. The encumbrance created by this clause shall be understood as limited and circumscribed to the parcels of land mentioned in clauses I and IV.

"IX. The partnership C. W. Rosenstock & Co., hereby binds itself to sign and acknowledge all the documents necessary for the recording of this contract in the registry of deeds.

"X. Messrs. C. W. Rosenstock, H. W. Elser, A. R. Hager, A. E. Chenoweth, and J. B. Russell, the members constituting the partnership of C. W. Rosenstock & Co., jointly and severally bind themselves to, and guaranty the faithful and punctual fulfillment of, each and every one of the conditions, terms, and stipulations agreed upon in favor of the City of Manila.

"In witness whereof, the duly authorized officers of the respective contracting parties sign this contract in the City of Manila, Philippine Islands, on the aforementioned day, month, and year.

"For the City of Manila:

(Sgd.) "FELIX M. ROXAS

"President of the Municipal Council

"For C. W. Rosenstock & Co.:

(Sgd.) "C. W. ROSENSTOCK

"H. W. ELSER

"A. R. HAGER

"A. E. CHENOWETH

"J. B. RUSSELL

"Signed in the presence of:

(Sgd.) "A. GOMEZ CLAMOR

"AGUSTIN FARAL

"UNITED STATES OF AMERICA ss.

"PHILIPPINE ISLANDS

"CITY OF MANILA

"On this twenty-fourth day of October of the year nine-teen hundred and twelve, before me, the undersigned D. R. Williams, notary public in the City of Manila, personally appeared Messrs. Felix M. Roxas, C. W. Rosenstock, H. W. Elser, A. R. Hager, A. E. Chenoweth, and J. B. Russell, whom I certify to be the persons

who executed the foregoing document, and they ratified this as an act freely and voluntarily executed by the corporations whom they respectively represent. The first-named exhibited his cedula No. F-9922, issued in Manila on January 24, 1912; the second, No. F-6008, issued in Manila on January 15, 1912; the third, No. F-10659, issued in Manila on January 29, 1912; the fourth, No. F-35629, issued in Manila on January 29, 1912; the fifth, No. F-4983, issued in Manila on January 12, 1912; and the sixth, No. F-67, issued in Manila on January 3, 1912.

"In witness whereof, I, the undersigned notary, authorize these presents, affixing my official seal on the aforesaid day, month, and year.

(Sgd.) "D. R. WILLIAMS

"Notary Public

"My commission expires December 31, 1912"

Block 44 is described in certificate of title No. 3378 of the office of the registrar of deeds of Manila, in favor of C. W. Rosenstock & Co., upon which is endorsed the promise of assignment referred to in paragraph 1 of the foregoing deed.

The City of Manila, complying with the obligations contracted in said instrument, opened and constructed the main street named Washington, and in proportion as it decided to open them, constructed, and opened the streets indicated on the plan Exhibit 6 referred to in the deed, and established adequate gutters and drains in the streets of the blocks in which five or more houses had been built. And having required the defendant, the Rizal Park Co., Inc., that succeeded to the rights and obligations of C. W. Rosenstock & Co., in the block in question, to execute the deed of conveyance of said block, the defendant refused to comply with this obligation, thus giving rise to this action wherein the plaintiff prays for judgment against the defendant compelling it to execute the necessary deed assigning, transferring and conveying to the City of Manila gratuitously and without any payment or compensation, irrevocably and free from all conditions, the full and absolute ownership of the parcel of land described in the complaint, whereon the City of Manila may construct a school or schools, or any building for educational purposes, and the necessary playgrounds for the recreation of the school children.

The defendant admits paragraph I of the complaint, but denies generally each and every one of the other allegations thereof, except those implicitly admitted and acknowledged, and by way of special defence alleges:

"That subsequent to October 24, 1912, or, when Exhibit A of the complaint was executed, the Rizal Park Co., Inc., by a deed executed and ratified by and between the herein plaintiff and defendant, on June 22, 1922, assigned and conveyed gratuitously, really, absolutely and definitely to the plaintiff City of Manila, twenty parcels of land included within the area known as the Rizal Park, and containing 191,095.30 square meters, it was stipulated and agreed that all agreements, contracts, deeds and documents prior to this date entered into between the City of Manila and C. W. Rosenstock & Co., anent the assignment of lands or obligation or promise to assign them, within the limits of the so-called Rizal Park, were thereby declared cancelled, and null and void.

"That at that time, or on June 22, 1922, there was no other agreement, obligation, or promise of assignment of lands by the Rizal Park Co. Inc., nor by C. W. Rosenstock, to the City of Manila, other than that mentioned in Exhibit A of the complaint."

And the defendant winds up praying that it be absolved from this complaint, and, if need be, exempted from the performance of the obligation contracted by C. W. Rosenstock & Co., with costs against the plaintiff.

The court below decided the case ordering the defendant to execute within ten days from the date when its decision became final, the deed assigning and conveying to the City of Manila the full ownership of block No. 44 described in the certificate of title No. 3378, issued by the registrar of deeds of Manila, whereon the City of

Manila may build a school or schools, and the necessary playground for the recreation and enjoyment of the school children, with costs against the defendant.

The defendant entered an exception to this judgment, and in due time and form prosecuted its appeal to this court by the proper bill of exceptions.

As grounds for the appeal, it is alleged: (1) that C. W. Rosenstock & Co., before, and the Rizal Park Co., Inc., now, was and is bound to assign block 44 in question to the City of Manila, provided the latter built a school or schools, or buildings for educational purposes on said block within three years from the date of the deed Exhibit A, and having failed to do so, the plaintiff has lost its right to the conveyance of said block promised by the defendant; and (2) that the obligation contracted by C. W. Rosenstock & Co., to assign, transfer, and convey to the City of Manila gratuitously and irrevocably, and free from all conditions, the absolute ownership of the land here in question, has been cancelled, annulled and declared null and void by virtue of the deed Exhibit 5 of June 22, 1922, whereby the defendant assigned, transferred and conveyed absolutely and definitely to the plaintiff several parcels of land in the Rizal Park.

The first question raised by the appellant involves the interpretation of paragraph I of the deed Exhibit A. Said paragraph I is as follows:

"I. That said partnership, C. W. Rosenstock & Co., does hereby bind and obligate itself to assign, transfer, and convey to the City of Manila, gratuitously and free of all payment or indemnity and irrevocably, the absolute and unconditioned ownership of the land hereinafter described, whereon the city may build a schoolhouse or schoolhouses, or buildings for educational purposes, with playgrounds for the recreation and enjoyment of the school children, within three years from the date hereof. * * * (Here follows the technical description of this parcel.)"

The appellant deduces three conclusions from the terms of this paragraph, to wit: (1) That the City of Manila should first have built upon the block in question, a school or schools, or buildings for educational purposes, and the necessary playground for the recreation and enjoyment of the school children, before having the right to obtain the assignment promised by the defendant; (2) that the construction of said buildings should have been made by the City within three years from the date of the deed, or from October 24, 1912; and (3) that having failed to construct said buildings within said period of three years, it has lost the right to the assignment.

According to the jurisprudence, both in this jurisdiction and in Spain and the United States, when the terms of a contract are clear and positive and leave no room for doubt, no interpretation should be given which would alter or change its strict and literal meaning. It was so held in the following cases: Azarraga vs. Rodriguez (9 Phil., 637) ; Aniversario vs. Ternate (10 Phil., 53); Palacios vs. Municipality of Cavite (12 Phil., 140); Jimeno vs. Gacilago (14 Phil., 16) ; Reyes vs. Limjap (15 Phil., 420) ; Velasco vs. Lao Tarn (23 Phil., 495) ; De Lizardi vs. Yaptico (30 Phil., 211); De la Vega vs. Ballilos (34 Phil., 683); Legarda vs. Zarate (36 Phil., 68) ; Chinchilla vs. Rafael and Verdager (39 Phil., 888); and Feliciano vs. Limjuco and Calacalzada (41 Phil., 147).

The same doctrine was upheld by the Supreme Court of Spain in the decisions of June 30, 1890, November 19, 1891, and October 5, 1905.

And in the courts of the United States of America the same rule of law is followed.

"The intention of the parties is to be deduced from the language employed by them, and the terms of the contract, where unambiguous, are conclusive, in the absence of averment and proof of mistake, the question being, not what intention existed in the minds of the parties, but what intention is expressed by the language used. When a written contract is clear and unequivocal, its meaning must be determined by its contents alone; and a meaning cannot be given it other than that expressed. Hence words cannot be read into a contract which

import an intent wholly unexpressed when the contract was executed. Where the contract evidences care in its preparation, it will be presumed that its words were employed deliberately and with intention," (13 Corpus Juris, 524, 525, sec. 485.)

A careful reading of paragraph I of the contract copied above, reveals the fact that the construction of the buildings for the school in the block in question is not a condition precedent to the assignment of said block to the City of Manila, and that the three-year period from the date of the deed fixed therein was given for the execution of the deed of gift by the defendant, and not for the building of the schoolhouses by the City of Manila. This is a contract of assignment, or, more specifically, a contract of onerous donation by virtue of which the defendant binds itself to convey gratuitously in favor of the plaintiff the land in question, in consideration of the improvements that the City of Manila agrees to make in the Rizal Park subdivision; and the City of Manila agrees to make certain improvements in said subdivision, in consideration of the assignment of a portion thereof which the defendant binds itself to make in favor of the plaintiff.

Said improvements are definitely stated in paragraph V of the contract, to wit:

"1. That the City of Manila shall immediately open and construct the portion of the above-mentioned main street from the so-called Sangleyes Street, to the southwestern boundary of said Rizal Park, which street shall have a width of eighteen (18) meters, providing it with the necessary cement gutters, fresh water pipes, together with at least two public fountains, and the necessary electric light service. Providing, however, that the city shall not now be bound to open said main street except a road of debris and gravel of a width not less than six (6) meters.

"2. If any improvements be made in the streets by the construction of five (5) or more houses within a block, the city binds itself to construct adequate gutters and drains in the sections of the street thus improved."

The designation of the purpose to which block 44 in question is to be devoted, namely, that the City of Manila may construct institutions of learning, only shows, to our mind, that the partnership C. W. Rosenstock & Co., intended to provide said subdivision with an element which would naturally encourage persons to acquire the several parcels of which it is composed. There is nothing in paragraph I of the deed in question requiring the City of Manila to construct buildings on the block in question before the defendant would be obliged to execute the promised assignment. If this were the intention of the parties, they would have clearly stated it in the contract. And of course it would have been impossible for the City of Manila to accept such a condition, knowing, as it should have known, that it cannot erect any building on land that is not its absolute and exclusive property. (See Act No. 1801, sec. 1.)

Such a designation has not the character of a condition precedent to the execution of the deed of assignment. The cause or consideration by virtue of which the partnership C. W. Rosenstock & Co., made this gratuitous assignment to the City of Manila, or, if you will, the condition under which the defendant promised this gratuitous assignment to the plaintiff is the improvements which the latter bound itself to make, that is, the building of a main street, the establishment of cement gutters, fresh water pipes, public fountains, electric lights and the construction of other streets, ditches, gutters, and drains in places where five or more houses have been built in a block. The City of Manila has complied with these obligations, and the appellant makes no assignment of error on this point.

We are of opinion, that, considering all the circumstances surrounding the execution of the contract Exhibit A, the City of Manila cannot utilize the block in question for any other purpose than that indicated in said paragraph I of the contract, that is, for the construction of a school or schools or educational buildings; and we are also of the opinion that the City of Manila must erect said buildings in the block in question within a reasonable time, taking into account chiefly the educational needs of the inhabitants of the Rizal Park subdivision.

The second question proposed by the appellant also invokes the interpretation of the contract of June 22, 1922, or Exhibit 5 of the defendant. The terms of this contract are as follows:

"I

"1. That the Rizal Park Company, Inc., is the full and absolute owner of a tract of land situated in the District of Santa Cruz of this city, known as Rizal Park, according to the certificate of transfer of title No. 5770, page 5, of the Book of Transfers No. 1-13 of the registry of deeds of Manila.

"2. That a system of streets and alleys in said Rizal Park is outlined and, desiring to give the residents and occupants of the lots into which said land has been subdivided all the benefits enjoyed by the rest of the inhabitants of this city from the streets and public alleys established and maintained by the City of Manila, the aforesaid corporation, the Rizal Park Company, Inc., does by these presents assign and gratuitously transfer forever to said City of Manila and its successors, all the streets and alleys appearing on the plan (11-6621) of said streets and alleys, drawn by the Bureau of Lands, for the purpose of converting the parcels of land described in said plan into streets and public alleys of the City of Manila.

"3. That the parcels of land, the object of this assignment and conveyed hereby, are the same twenty (20) parcels that are hereinafter described, to wit: (Here follows the technical description of these twenty parcels.)

"4. That the parcels of land herein-before described are not subject to any lien or encumbrance, nor included in any contract of lease in force upon the date hereof.

"The City of Manila gratefully accepts the assignment and transfer gratuitously made by the Rizal Park Company, Inc., of the twenty (20) parcels of land described in the preceding paragraph, and by these presents states:

"II

"1. That all agreements, contracts, deeds, and documents heretofore entered into or had between the City of Manila and C. W. Rosenstock & Co., anent the assignment of lands or the obligation or agreement to assign the same within the metes and bounds of the so-called Rizal Park, that is, within the land described and referred to in paragraph I hereof, are hereby declared cancelled and null and void.

"2. That from the date hereof said parcels of land are hereby exempted from the land tax.

"3. That it undertakes and binds itself to construct the streets and alleys for which said parcels of land are intended, gradually, or as soon as its economical situation permits, without obligating itself to complete the construction of all the aforesaid public streets within any term or fixed period.

"4. That it will forever preserve the present names of said streets and alleys."

It is thus seen that in the execution of this contract, the parties referred to the land described and referred to in certificate of title No. 5770, It is well to remember that the land in question, that is, block 44 of Rizal Park is the object, as we have said, of certificate of title No. 3378, being first in the name of C. W. Rosenstock & Co., and now in that of the Rizal Park Co., Inc. The land described in this certificate of title has an area of about 20,803 square meters.

Originally, the partnership C. W. Rosenstock & Co., owned a parcel of land situated in the District of Sampaloc, Manila, with an area of 569,816.55 square meters, according to certificate of title No. 3228, and another parcel situated in the same District of Sampaloc with an area of 2,330 square meters, according to certificate of title No. 3229. When the deed Exhibit A was recorded, certificate of title No. 3228 was cancelled, and in its place were issued: Certificate of title No. 3377 in the name of the City of Manila, for the parcel of land transferred for the opening of the main street (now known by the name of Washington) with an area of 21,977.32 square meters;

certificate of title No. 3378 in the name of the partnership C. W. Rosenstock & Co., for the strip of land of 20,803 square meters, which it bound itself to convey gratuitously to the City of Manila; and certificate of title No. 3379 in the name of the partnership C. W. Rosenstock & Co., for the two last remaining parcels of the land described in certificate of title No. 3228, containing respectively 263,444 and 263,592.23 square meters.

By virtue of the order of the court dated August 4, 1913, certificate of title No. 3379 was cancelled, and certificate No. 4128 was issued in the name of said partnership C. W. Rosenstock & Co.

By virtue of the order of the court dated May 6, 1915, certificates of title Nos. 3229 and 4128 were cancelled, and in lieu thereof certificates Nos. 5769 and 5770 Were issued for the lands represented.

By order of the court dated February 16, 1917, the name C. W. Rosenstock was blotted out of certificates of title Nos. 3378, 5769 and 5770, and in lieu thereof "The Rizal Park Co., Inc." was written.

The registrar of deeds of Manila certifies in Exhibit D, that on the back of each of said present certificates of title Nos. 3378, 5769 and 5770, the memoranda referring to the obligations and agreements contracted by C. W. Rosenstock & Co. in favor of the City of Manila in relation to the lands represented by said certificates, are still in force.

As we have said, when entering into the contract of June 22, 1922, Exhibit 5, the parties expressly referred to the lands included in certificate of title No. 5770, and this certificate does not include block No. 44 in question, which is the object of certificate of title No. 3378. Therefore, when the City of Manila, in said Exhibit 5 declared that all agreements, contracts, deeds and documents entered into or had theretofore between the City of Manila and C. W. Rosenstock & Co., anent the assignment of lands, or the obligation or agreement to assign them, were cancelled and null and void, it could not have referred to block 44 in question, inasmuch as the contract of June 22, 1922, expressly refers to the land described and referred to in paragraph I of the deed, namely, the Rizal Park land appearing in certificate of title No. 5770. The reason Why in this last contract the City of Manila had to annul its former contracts relating to the assignment of land for streets, is doubtless to fix once and for all which parts of the Rizal Park were definitely set apart for the construction of streets, so that from that time the only parts of Rizal Park donated by the defendant to the City of Manila for the construction of streets are the twenty parcels described in paragraph I, No. 3, of Exhibit 5 and nothing more.

Concretely speaking, the lands donated by the defendant to the plaintiff, according to contracts Exhibits A and 5, are for three purposes: One is for the school site, namely, block 44, under certificate No. 3378; another is for the main street now known as Washington Street, under certificate No. 3377; and lastly, the parcels of land intended for streets, under certificate No. 5770. In view of the foregoing, we conclude that the previous contracts regarding the assignment of lands for streets, which were annulled, did not and could not refer to block 44 (school site) which is not within the terms of the contract Exhibit 5. This being so, we are of opinion, and so hold, that the appellant's contention set forth in the second assignment of error is untenable.

With respect to the third and fourth assignments of error, the appellant only made them as consequences of the first two, and we find no argument in its brief which calls for a separate discussion.

The judgment appealed from being in accordance with law, it should be, as it is hereby, affirmed, with the sole modification that the City of Manila must build in block 44 of the Rizal Park in question, within a reasonable period of time. With costs against the appellant. So ordered.

Avanceña, C. J., Johnson, Street, Johns, Romualdez, and Villa-Real, JJ., concur.

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