# ASTURIAS SUGAR CENTRAL, INC., PLAINTIFF AND APPELLEE, VS. THE PURE CANE MOLASSES CO. (PHILIPPINE ISLANDS), INC., DEFENDANT AND APPELLANT.

*G. R. No. 36026. November 16, 1932*

Ponente: IMPERIAL, J.

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**IMPERIAL, J.:**

This is an appeal taken by the defendant, the Pure Cane Molasses Co. (Philippine Islands), Inc., from the decision of the Court of First Instance of Iloilo, the dispositive part of which reads as follows:

> "In view of the foregoing considerations let judgment be entered:
>
> "(a) Holding that the contract Exhibit A cannot be cancelled, and that the sum of six thousand pesos therein mentioned is but a guaranty or bond, payment of which does not entitle the defendant to cancel the contract;
>
> "(b) Holding likewise, with a view to avoiding further litigation, that paragraphs II and III of the contract Exhibit A bind the plaintiff to sell and the defendant to buy fifty per cent of all the molasses produced by the former besides the molasses pertaining to the planters under milling contracts, which, if not taken delivery of by the owners within forty-eight hours, will, according to said milling contracts, become the property of the Asturias Sugar Central Incorporated, and thus subject to its free disposal; and that the terms of the contract Exhibit A express this, and nothing else:
>
> "(c) Without special pronouncement as to costs.
>
> "It is so ordered."

The plaintiff-appellee, the Asturias Sugar Central, Inc., brought this action to amend paragraphs II and III of a contract for the sale of molasses entered into between it and the appellant, couched in the following terms:

"MANILA, 21st, March 1929

**"ASTURIAS SUGAR CENTRAL, INC.**

"San Juan, Dumalag, Capiz

"Panay

> "DEAR SIRS : I herewith confirm having bought from you on the following conditions:

"The total production of Molasses from Central Asturias for the period of 5 (five) consecutive milling seasons, beginning with the milling season 1929-30.

"QUANTITY+ : The yearly quantity of Molasses is estimated at 200,000 Gallons to 400,000 Gallons. This estimate is, however, not binding for any of the parties as we agree to receive any quantity you may produce, and you agree to deliver us all Molasses produced. You have, however, the right to reserve for your own use a quantity of Molasses not exceeding 15 per cent of the yearly production, either for burning for fuel, fertilizing or experiments. It is understood that you do not sell any Molasses to third parties.

"Quality: The sellers oblige themselves to deliver the Molasses as produced in the central, undiluted and in sound, merchantable condition.

"Price: The price is P0.04 (Four Centavos) per gallon of Molasses delivered into our tankcars in the yard of the central.

"Payment: The payment takes place in cash on presentation of your invoice.

"Delivery: Delivery will take place during and after each milling season and must commence before the storage tank at the Central is filled to capacity. In case we fail to take delivery of the Molasses for any reason, and the storage tank at the Central is filled to capacity, so that it is unavoidable to throw Molasses away, we bind ourselves to pay any such quantity thrown away at full contract price only.

"In case the Central should stop its operations during the period of the contract, we have no claim whatsoever against your company.

'The undersigned has the option to transfer this contract to the Pure Cane Molasses Company (Philippine Islands), which firm probably will be incorporated in the Philippine within a few months.

"Yours faithfully,

"(Sgd.) T.Nielsen "Agreed :

**"AGREED:**

"Provided that you deposit P6,000 or its equivalent in Bond to be deposited in the Bank of P. L, as guarantee of proper fulfillment of this contract.

**"ASTURIAS SUGAR CENTRAL, INC.**

"(Sgd.) Manuel Garcia

"Treasurer and Acting Manager"

This document was marked Exhibit A for identification purposes.

In its amended answer filed by way of cross-complaint, the appellant alleged that it was agreeable to amend


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paragraphs II, III and VII of the contract referred to, in the sense that only 50 per cent of the central's total output of molasses would be considered sold, and prayed that judgment be entered, inserting the following in place of the said three paragraphs:

> "Fifty per cent of the total of molasses produced by the Central Asturias, which is the share of said Central, for the period of 5 (five) consecutive milling seasons beginning with the milling season 1929 and 1930.
>
> "Quantity. The yearly quantity of molasses is estimated at 200,000 Gallons to 400,000 Gallons. This estimate is, however, not binding on either of the parties, as we agree to receive one-half of the total quantity produced by your Central, as shown by its laboratory reports and you likewise agree to deliver one half of the total quantity produced. You have, however, the right to reserve for your own use a quantity of Molasses not exceeding 15 per cent of the yearly production, either for burning for fuel, fertilizing or experiments."
>
> "DELIVERY. Delivery will take place during and after each milling season and must commence before the storage tank at the Central is filled to capacity. If the molasses storage tank is filled to capacity as a result of the failure to take delivery of one-half of the total production of molasses as the same is produced and an overflow occurs we bind ourselves to pay for the quantity lost by such overflow at the contractual rate, in so far as such overflow does not exceed the difference between one-half the total production at the time of such overflow and the total quantity delivered at that time, provided that one-half the storage capacity of said tank is at all times reserved for the Central's share of the molasses as specified in paragraph two hereof."

But on January 14, 1931 the appellant filed a supplemental answer alleging that the appellee had agreed to give it the option to cancel the molasses contract upon payment of the sum of P6,000, which was the bond required by said appellee, and the appellant prayed that the contract be cancelled by the court and that the appellee be compelled to accept the amount of P6,000 that had been deposited with the clerk of the court.

The said supplemental answer was substituted for the amended answer, the latter being incompatible with the former, and the remedy prayed for being a new cross complaint which was likewise substituted for that originally 8et up in the aforesaid amended answer.

Prior to the dates hereinafter mentioned, T. Nielsen, predecessor in interest to the appellant, interviewed Manuel G. Garcia, treasurer and acting manager of the appellee, at the latter's office in Dumalag, Capiz, and they agreed Verbally that the Asturias Sugar Central, Inc., would sell to T. Nielsen the molasses produced by that central during five consecutive milling seasons, beginning with that of 1929-1930, at the rate of P0.04 per gallon, and under other conditions which had been stipulated.

On February 12, 1929, Nielsen wrote the following letter, Exhibit 3, to the appellee:

"MANILA, 12th February 1929

**"ASTURIAS SUGAR CENTRAL, INC.**

"Dumalag, Capiz

"Panay

> "DEAR SIRS: I herewith beg to confirm my cable of the 8th inst. reading as follows:
>
> " 'Offer firm one week total production Molasses
> " '5 years contract 4 centavos per Gallon ex Central'

and thank you for your reply:

> " 'Recibido telegrama queda aceptada su oferta
> " 'cuatro centimos galon melaza puesto vagon
> " 'ferrocarril en central por cinco zafras
> " 'empezando proxima zaf ra previa garantia cumplimiento
> " 'a satisfaccion central conteste si acepta.'

to which I replied 'Accept'.

> "Referring to the above I herewith have much pleasure to confirm to have bought from you the total production of Molasses from your Central during the period of 5 milling seasons, beginning with next milling season, at the price of 4 (four) centavos per Gallon delivered into our tankcars at the Central.
>
> "I should be obliged to have your counter-confirmation m due course and also to have your information what guarantee you wish us to give you for the fulfillment of the contract.
>
> "It Is the intention to float a Company in the Philippine Islands, as a subsidiary Company of the United Molasses

<co., ltd.,="" bush="" house,="" aldwych,="" london.=""

"Yours faithfully,

"(Sgd.) T. NIELSEN"

The appellee replied to said letter, Exhibit 4, as follows:

"Feb. 15, 1929

> "Mr. D. T. NIELSEN

"Manila

> "Dear Sir : Yours of the 12th instant to hand, and with reference to the contract by telegram we would say that it is confirmed to the effect that we shall sell you the molasses produced by the Central at four centavos per gallon placed in tank-cars at the Central, with the understanding that if we need any molasses in case we run out of bagasse we shall be free to use a certain amount; this only in case we run out of bagasse and it should become necessary to use a small amount of molasses.
>
> "With regard to the surety to secure bond your performance of the contract relative to the purchase of our output of molasses, we require a bond of P6,000 to answer for your failure to comply with the terms thereof; in other words, in case you may later wish to have said contract cancelled. This bond may be in cash, or on the undertaking of a solvent firm.
>
> "Upon delivery of the molasses you will make payment within 20 days after each shipment.
>
> "With the understanding that this is what we have agreed upon, we hereby confirm our contract at FOUR CENTAVOS a gallon placed in tank-cars for five milling seasons beginning with the next, 1929-1930, to be

delivered at ^h rate of our production, and if for any reason the

Central ceases to operate, the contract shall be cancelled and the Central shall not be liable for breach of contract.

"Yours truly,

**"ASTURIAS SUGAR CENTRAL, INC.**

**"MANUEL GARCIA**

"Treasurer and Acting Manager"

On March 12, 1929, the appellee's manager wrote Nielsen the following letter, Exhibit 5:

"March 12, 1929

"Mr. T. NIELSEN

"Representative Dunbar Molasses

Corp., N. Y. and United Molasses

Co. Ltd., London

> "DEAR SIR: On the 15th of February of this year we sent you a letter, a copy of which is enclosed, which you have not to this date answered, with reference to our proposed contract to sell you, in behalf of those whom you represent, all our output of molasses, with the exception of what we may need for our own use, and in that letter we specified our conditions.
>
> "We await your early reply in order to perfect the contract.
>
> "Yours truly,
>
> "ASTURIAS SUGAR CENTRAL, INC.
>
> "MANUEL GARCIA
>
> "Treasurer and Acting Manager"

On March 22nd of the same year, Nielsen addressed another letter, copy of which is marked Exhibit 8, to the appellee, enclosing a written contract of sale of the molasses, asking that the same be signed by its manager. The letter reads as follows:


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"MANILA, 22nd March 1929

**"ASTURIAS SUGAR CENTRAL, INC.**

"San Juan, Dumalag, Capiz,

"Panay

> "DEAR SIRS: Herewith I beg to thank you for your favour of the 12th inst. with copy of your letter of the 15th of February and I now have much pleasure to inform you that I have asked the Hongkong & Shanghai Banking Corporation to open a credit in your name for an amount of P6,000, as a guarantee of our proper fulfillment of the contract.
>
> "Enclosed I beg to hand you a contract and in case you agree to this kindly sign and return the copy to me. In case there are any points which you wish changed, kindly let me know.
>
> "Furthermore I beg to state, that we agree to purchase from you any Molasses you have left over from the present milling season at the same price, provided that our tank installation at Iloilo will be ready before your next milling season starts.
>
> "I shall be obliged to have your information as to the quantity of Molasses you expect to produce next milling season and also when this approximately will start.
>
> "Yours very truly,
>
> "T. NIELSEN
>
> "979, Muelle de la Industria, Manila."

The appellee replied to the foregoing letter, marked Exhibit 7, as follows:

"March 26, 1929

**"MR. D. T. NIELSEN**

"979, Muelle de la Industria

"Manila

> "Dear Sir: We have received your letter of the 22nd instant together with that of March 21st, which is the contract, and we find the latter satisfactory, except that the amount of molasses which we reserve for our own use would not exceed 15 per cent of our yearly production instead of 10 per cent as stated in the contract.
>
> "We should like to insert in the contract that if you should wish to cancel it, before the expiration of the five year period, you would have to pay us P6,000 which is the bond we require, and that this bond must be in force for five years, to answer for any damages which we might incur arising from your failure to comply with the terms of the contract. Upon insertion of these conditions, we will immediately sign the contract and send it to


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you by return mail.

"Yours truly,

**"ASTURIAS SUGAR CENTRAL, INC.**

"(Sgd.) Manuel Garcia

"Treasurer and Acting Manager"

And finally, on April 1, 1929 Nielsen wrote the letter Exhibit J to the appellee enclosing the written contract as amended in accordance with Garcia's1 suggestion, and that is Exhibit A. The letter reads as follows:

"MANILA, 1st April 1929

**"ASTURIAS SUGAR CENTRAL, INC.**

"San Juan, Dumalag, Capiz

"Panay

"Dear Sirs: I am in receipt of your favor of the 26th Inst. and now beg to return the contract, from which you will see that I have inserted 15 per cent instead of 10 per cent.

"With regard to the guarantee of 6,000 Pesos I trust that you have received information that the Hongkong & Shanghai Banking Corporation guarantee this amount.

"In this connection I would suggest, that we—instead of this bond—open a credit (irrevocable) by the Hongkong & Shanghai Banking Corporation for the estimated yearly production, so that in case you for example estimate that the next year's Molasses production will be 300,000 Gallons, we open an irrevocable credit for, 15,000 pesos, and payment takes place from this credit on your presentation of your invoice at the Bank. I wish to state that we, of course, also are willing to give you the bond of 8,000 pesos as a guarantee of our proper fulfillment of the contract.

"Kindly let me know, when do you expect to commence the following milling season.

"Yours very truly,

"Encl.

(Sgd.) T. Nielsen"

The contract Exhibit A, dated March 21, 1929, does not show when it was signed by Garcia or on what date he wrote the footnote thereof, which reads as follows:

"Provided that you deposit P5,000 or its equivalent in Bond to be deposited in the Bank of P. I. as guarantee of proper fulfillment of this contract.

**"ASTURIAS SUGAR CENTRAL, INC.**

"(Sgd.) Manuel Garcia

"Treasurer and Acting Manager"

But both things were presumably done after April 1, 1929, which is the date appearing on the letter accompanying the contract, and after the latter had reached Garcia's hands, which must have been 3 or 4 days after April first.

The appellant assigns the following errors in its brief:

> "I. In granting reformation of the contract Exhibit A.
>
> "II. In not finding that defendant had the right to cancel the contract Exhibit A upon payment of P6,000.
>
> "III. In refusing to admit the testimony of the witness Burt that Manuel Garcia spoke English well and could read and understand the contract Exhibit A.
>
> "IV. In refusing to admit Exhibit 9 as evidence."

We do not propose to consider all these assignments of error, but only the second, which is decisive of the case upon its merits. If the appellant is entitled to the rescission or cancellation of the contract, upon payment of P6,000 to the appellee, it is obviously superfluous to discuss the points raised in the other assignments of error.

To begin with there is no stipulation anywhere in Exhibit L regarding the appellant's alleged option or right to cancel the said contract of sale of molasses. It must there be ascertained whether there is such a stipulation in

some other document, or if it has been established by other evidence.

In Exhibit 4, manager Garcia, among other things, communicated to Nielsen, the following:

> "With regard to the surety bond to secure your performance of the contract relative to the purchase of our output of molasses, we require a bond of P6,000 to answer for your failure to comply with the terms thereof; in other words, in case you may later wish to have said contract cancelled. This bond may be in cash, or on the undertaking of a solvent firm."

He also made use of the following words in one of the paragraphs of Exhibit 7:

> "We should like to insert in the contract that if you should wish to cancel it before the expiration of the five year period, you would have to pay us P6,000 which is the bond we require, and that this bond must be in force for five years, to answer for any damages which we might incur arising from your failure to comply with the terms of the contract. Upon insertion of these conditions, we will immediately sign the contract and send it to you by return mail."

And in Exhibit 9, he also expressed himself in the following terms:

> "The bond which we require is not for the payment for the molasses to be delivered to Mr. Nielsen; it is for the purpose of securing his compliance for five years with the terms of the contract with this Central, so that in case of his failure to comply therewith we could take said sum of P6,000 by way of indemnity for damages."

The last document mentioned is the subject matter of the fourth assignment of error, and although the trial court rejected it, it ought to have been admitted at the reopening: of the trial which was granted, being material and competent.


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In view of the foregoing quotations from letters written by the manager of the appellee, there can be no doubt that the appellant was given the option to cancel the contract

upon payment of P6,000, which is the amount fixed for the bond to guarantee the fulfillment of the contract.

The intention of the parties was to consider this stipulation as an integral part of the contract of sale, and we have no doubt in so holding. It cannot be disputed that Nielsen and the appellant, his successor in interest, understood it so, and believed they had the right to cancel the contract at any time upon payment of the stated sum of money.

It is no obstacle to the right of cancellation that the bond of P6,000 constituted a guarantee for the fulfillment of the whole contract, because as the correspondence between the parties shows, they, particularly the manager Garcia, referred to it sometimes as a guaranty or bond, and at other times as indemnity for damages in case of breach of contract, thus making it understood that it might be applied to indemnify the appellee for breach of contract, or to compensate it in case the appellant chose to rescind the contract.

As we have said, it appears evident that the appellee granted the appellant the right to cancel the contract upon payment of the aforementioned sum of money, but if any doubt or obscurity existed with regard to the intention of the parties upon this point, the following legal provisions should govern:

> "SEC. 293. Where intention of different parties to instrument not the same.—When the terms of an agreement have been intended in a different sense by the different parties to it, that sense is to prevail against either party in which he supposed the other understood it, and when different constructions of a provision are otherwise equally proper, that is to be taken which is the most favorable to the party in whose favor the provision was made." (Code of Civil Procedure.)

> "ART. 1288. Obscure terms of a contract shall not be so construed as to favor the party who occasioned the obscurity." (Civil Code.)

According to these provisions any obscurity in the contract regarding the point in question, where the terms are

susceptible of different interpretations, they should be interpreted in favor of the herein appellant both because the right to cancel was established for its benefit, and because it was the appellee, through its manager, that gave rise to the ambiguity in considering the bond sometimes as a guarantee, and at other times as indemnity for liquidated damages, and lastly as compensation in case of rescission.

Having arrived at the conclusion that the appellant is entitled to the cancellation of the contract, we deem it unnecessary to consider and resolve the other errors assigned by the appellant.

The judgment appealed from is reversed and the contract of sale of molasses entered into between the parties as set forth in Exhibit A is declared cancelled, and it is ordered that the sum of P6,000 placed by the appellant in the hands of the clerk of the lower court be delivered to the appellee, with costs of this instance against the latter. So ordered.

Villamor, Ostrand, Villa-Real, and Vickers, JJ., concur.

**AVANCENA, C. J.:**

I vote for the confirmation of the appealed judgment.

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## D I S S E N T I N G

## MALCOLM, J.,

My opinion in this case can be briefly stated. The contract Exhibit A is controlling. Under the terms of that contract, the plaintiff has made out no case for its reformation. As a consequence, the complaint of the plaintiff cannot prosper. For the same reason, the supplemental answer of the defendant, asking that the plaintiff be ordered to accept the sum of P6,000, and thereupon the contract be cancelled, cannot prosper. The words added to the contract, "Agreed provided that you deposit the sum of P6,000, or its equivalent, to be deposited at the Bank of the Philippine Islands, as a guaranty for the proper fulfillment of this contract", furnish no basis for cancellation. The complaint and the supplemental answer being out of the way, it would be proper to give effect to the cross-complaint of the defendant, whereby the defendant expresses a willingness to have

the contract modified so that the Asturias Sugar Central, Inc., will sell and the Pure Cane Molasses Co. will buy annually, for the term of the contract, only 50 per cent of the output of molasses of the Asturias Sugar Central, Inc., in accordance with the allegations of plaintiff's complaint. Accordingly, I can not agree with the majority when it holds that the contract may be rescinded, and am of the opinion that the cross-complaint should be given effect. By so doing, the controversy will be amicably and justly adjusted.

ABAD SANTOS, J., with whom concurs HULL, J., dissenting:

I dissent. In my opinion the judgment appealed from should be reversed and both the complaint and the cross-complaint dismissed.

In legal contemplation, the terms of the contract involved in this case are clear; and it is just as untenable to hold that the words "The total production of Molasses from Central Asturias" really mean, as contended by the plaintiff, "All the share of the Asturias Sugar Central, Inc., in the total production of molasses which said Central can freely dispose", as to hold that the stipulation "Provided that you deposit P6,000 or its equivalent in Bond to be deposited in the Bank of Philippine Islands as guarantee of proper fulfillment of this contract", means, as contended by the defendant, that the contract may be cancelled at the option of the defendant upon payment of the sum of P6,000. "Cuando la disposition contractual no es obscura, ni ambigua, ni equi-voca, el significado natural de las palabras segun el modo comun de entenderlas, determina la voluntad de las partes. Quien ha pronunciado la formula clara de una promesa, Pretenderia en vano probar una voluntad distinta de la que significan las palabras: Cum in verbis nulla ambigatas est, non es admittenda voluntatis quaestio. Y con fundamento, Puesto que al ser claro el sentido de las palabras, no se puede, Sln atentar contra la razon y la logica, recurrir a conjeturas °e voluntad que pueden cambiar su sentido comiin o general. Es una verdad que los romanos enunciaron so1o en materia de actos de ultima voluntad, pero su aplicacion aun a los contratos es admitida de perfecto acuerdo por todos los tratadistas y de jurisprudencia constante." (Giorgi, Teoria de las Obligaciones, vol. 4, p. 192.)

In order to justify its decision that the contract should be reformed as prayed in the plaintiff's complaint, the lower court had to resort to the negotiations leading to the formation of the subsequent written contract in question, and this court rejected the view thus reached by the lower court. But to justify its own inference that the stipulation as to the filing of the guaranty bond gives the defendant the right to cancel the contract, this court also resorted to the previous negotiations between the parties. The resort to such previous negotiations was just as unwarranted in the one case as it was in the other. "All courts agree that if the parties have integrated their agreement into a single written memorial, all prior negotiations and agreements in regard to the same subject matter are excluded from consideration whether they were oral or written." (Williston on Contracts, vol. II, p. 1224.)

Contracts are made not to be evaded and broken at the convenience of one or the other of the parties thereto, but

to be faithfully performed. The parties in this case should be made to live up to the plain terms of their agreement.

Judgment reversed.

## DECISION UPON MOTION FOR RECONSIDERATION

December 31, 1982

**IMPERIAL, J.:**

The plaintiff and appellee moved for the reconsideration of the decision rendered in this case on the following grounds:

> "I. There was no valid and sufficient tender to herein plaintiff and appellee of the sum of P6,000, and likewise this sum of P6,000 was not consigned in court as the law requires as conditions precedent before the alleged right of cancellation can be exercised.
>
> "II. The proviso found in the contract Exhibit A as to the deposit of P6,000 'as guarantee of proper fulfillment' of the contract did not give defendant-appellant the right to cancel the same.
>
> "III. The contract, Exhibit A, should be reformed for it does not express the real intention of the parties thereto."

We are convinced, under the first ground, that the appellee misinterpreted the conclusions we had arrived at, sustaining the cancellation of the contract. The view has been taken that said cancellation was based solely on the tender of payment or consignation of the amount of P6,000, which at the same time constituted the appellant's bond. This was not the real ground of the rescission of the contract. Our holding that the appellant was entitled to cancel the contract is based principally on the fact that the appellant was given such option, as may be gathered from the correspondence between the parties which is reproduced literally in the decision. Said conclusion was not made to rest on the note appearing at the foot of the contract because, as plainly stated in the decision, said note does not contain any express stipulation relative to the option to cancel.

From what has been stated it follows that little or no importance should be attached to the erroneous statement in the decision that the consideration for the option was consigned to the clerk of court, for all that was really made was a tender of payment of the same amount by the appellant. The cancellation of the contract, or the right thereto, not being thus entirely dependent on the tender of payment or consignation, it is evident that the confusion of the issues "will not avail to render ineffective the decision heretofore Promulgated.

We agree that the cancellation of the contract should take effect upon payment by the defendant-appellant to the Plaintiff-appellee of the stipulated amount, and the same view was embodied in the dispositive part of the decision to the effect that the contract stands cancelled upon payment of the aforesaid amount of money. We believe, however, that

for a clearer understanding of the decision the same should be amended1 as prayed for.

The above disposes of the first two grounds of the motion.

The last ground is likewise untenable. We cannot interpret the contract in any other sense than that already stated in the decision. Having ordered the cancellation of the contract, we see no reason to modify the same so as to give


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it further force and effect in accordance with the express terms of the appealed judgment.

For the foregoing reasons, the motion for reconsideration is denied, and the dispositive part of our decision is amended in the sense that the cancellation of the aforesaid contract shall take effect from November 18, 1932, the date when the sum of P6,000 was consigned by the appellant to the clerk of the trial court at the disposal of the appellee.

Villamor, Ostrand, Villa-Real, and Vickers, JJ., concur.

Avanceña, C. J., and Hull, J., dissent.

Malcolm and Abad Santos, JJ., maintain their dissents.

Motion for reconsideration denied.

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