

### Title:

**\*\*Del Campo vs. Abesia: Relevance of Article 448 to Co-Ownership\*\***

### Facts:

The case stems from a dispute over a 45 square meter parcel of land in Cebu City, identified as Lot No. 1161, shared by the plaintiffs, spouses Del Campo, and the defendant, Bernarda Fernandez Abesia, and others, in a co-ownership arrangement of 2/3 and 1/3 shares, respectively. A partition lawsuit brought by the plaintiffs in the Court of First Instance (CFI) of Cebu led to the appointment of a commissioner who proposed separating the lot into two – assigning 30 square meters to the plaintiffs and 15 square meters to the defendants. However, the defendant's house encroached 5 square meters into the plaintiffs' portion.

During the trial, both parties agreed to the commissioner's report, yet disagreed on who should take possession of the contested land and whether Article 448 of the Civil Code should apply when one co-owner builds in good faith on a commonly owned lot. The trial court decided against the application of Article 448, prompting the defendants to appeal to the Court of Appeals. The appellate court then certified the case to the Supreme Court due to the significant question of law it raised.

### Issues:

1. Whether Article 448 of the Civil Code is applicable in a situation where one co-owner builds in good faith on the land owned in common.
2. What legal recourse is available for either party under the circumstances of co-ownership and subsequent partition that resulted in an overlapping structure.

### Court's Decision:

The Supreme Court held that while Article 448 does not apply in instances of construction by a co-owner on commonly owned land, it becomes relevant when co-ownership is terminated by partition, and it is clear that the construction overlaps into another's allotted portion in good faith. Thus, the provisions for indemnification under Article 448 and related statutes should apply. Consequently, the plaintiffs could either choose to compensate the defendants for the encroached portion, require the defendants to purchase the land at a reasonable price, or demand a reasonable rent should the cost of purchase not be justifiable. The decision of the CFI was modified in line with these principles, emphasizing the rights and obligations under the Civil Code's provisions on accession in relation to co-ownership.

### ### Doctrine:

The Supreme Court clarified that Article 448 of the Civil Code, concerning builders in good faith, does not directly apply to instances where a co-owner builds on commonly owned land. However, upon termination of co-ownership following a partition, and where good faith construction encroaches on another's property portion, Article 448's principles can provide the legal basis for resolving disputes over such encroachments.

### ### Class Notes:

- **Co-ownership**: Shared ownership among individuals, each holding an undivided share allowing for the use and management of the property.
- **Partition**: The legal process to divide property owned in common into individually owned parts.
- **Accession**: In property law, refers to the rights related to what is built, planted, or sown on land and the obligations arising thereof.
- **Article 448 of the Civil Code**: Addresses the rights and obligations when building, sowing, or planting is done in good faith on land owned by another.
- **Good Faith in Construction**: The assumption that the builder was not aware that the land belonged to another, underscoring the importance of intention in determining legal outcomes.

### ### Historical Background:

This case highlights the complexities arising from co-ownership and the legal challenges of partitioning commonly owned property, especially when improvements are made in good faith that inadvertently encroach upon parts of the property. It underscores the necessity of a legal framework that carefully balances the interests and rights of all parties involved in property ownership and management.