

**\*\*Title:\*\***

**\*\*Jose Santa Ana, Jr. and Lourdes Sto. Domingo vs. Rosa Hernandez, G.R. No. L-20171, 125 Phil 61 (1967)\*\***

**\*\*Facts:\*\***

Spouses Jose Santa Ana, Jr. and Lourdes Sto. Domingo owned a 115,850-square meter land parcel in Balasing, Sta. Maria, Bulacan, titled as Transfer Certificate No. T-3598. On May 28, 1954, they sold two portions of this land to Rosa Hernandez for P11,000. The first portion, measuring approximately 12,500 square meters, was bounded by Maria Perez and Aurelio Perez to the north, adjacent land to the south, Mariano Flores and Emilio Ignacio to the east, and Cornelio Ignacio to the west. The second portion, measuring approximately 26,500 square meters, was bounded by Rosa Hernandez to the north, Domingo Hernandez and Antonio Hernandez to the east, Sta. Maria-Tigbi Road to the south, and “lupang kasanib” (Jose Santa Ana Jr.) to the west.

After completing the sale, the petitioners had a surveyor prepare a subdivision plan (Psd-43187), approved by the Director of Lands on January 13, 1955. Unlike other buyers, Rosa Hernandez did not agree with the subdivision plan, refused to sign a partition agreement for registration, and remained on the occupied areas. She later prepared her own subdivision plan (Psd-42844), approved by the Director of Lands on February 24, 1955, which aligned with her occupied areas.

The petitioners filed a suit in the Court of First Instance of Bulacan on February 28, 1955, claiming Hernandez occupied an excess of 17,000 square meters beyond her purchased property.

**\*\*Procedural Posture:\*\***

The trial court ruled in favor of the petitioners, ordering Hernandez to vacate excess portions and occupy only Lots 4-a and 4-b per the petitioners’ plan (Psd-43187). Hernandez appealed, and the Court of Appeals reversed the decision, declaring Hernandez the owner of the entire Lots 4-a and 4-b as per her subdivision plan (Psd-42844). The petitioners brought the case to the Supreme Court.

**\*\*Issues:\*\***

1. Whether the Court of Appeals erred in substituting its findings of fact for those of the trial court.
2. Whether Article 1542 of the Civil Code applies, given the alleged indefiniteness of the

boundaries in the deed of sale.

**Court's Decision:**

1. **Substitution of Findings of Fact:**

- The Supreme Court affirmed that the Court of Appeals has the authority to determine the credibility of witnesses and weigh conflicting evidence, and its findings of fact are generally conclusive. The Supreme Court reviews questions of law, not fact, unless there is a glaring lack of evidentiary support or serious abuse of discretion. Hence, the Court upheld the findings of the Court of Appeals.

2. **Applicability of Article 1542 of the Civil Code:**

- The Court upheld the applicability of Article 1542 to this case, emphasizing that the sale was for a lump sum of P11,000 without specifying a price per unit of measurement. Despite allegations of indefinite boundaries, the substantial evidence showed that the sold parcels were identified by conspicuous boundaries (a dividing dike). Moreover, the term "humigit kumulang" (more or less) supported that the area was approximate, thus invoking Article 1542 principles. Therefore, the Court ruled that Hernandez owned the entire area within the boundaries, despite the discrepancy in stated area.

**Doctrine:**

Article 1542 of the Civil Code applies to real estate sales made for a lump sum. When a deed mentions boundaries and an approximate area, the vendor must deliver everything within those boundaries, regardless of size variations. The absence of a unit price in the deed indicates a sale by lump sum, precluding price adjustment for area discrepancies.

**Class Notes:**

1. **Civil Law - Property Law:**

- **Doctrine of 'a cuerpo cierto':** In a lump sum real property sale, boundaries in the deed are prioritized over area specifications.

- **Article 1542 Criteria:**

- Sale for lump sum.

- Boundaries mentioned.

- Approximate area given ("more or less").

- **Conclusive Findings of Fact by Appellate Courts:** Supreme Court limits review to legal questions unless glaring errors or abuse of discretion are evident.

2. **Relevant Statute:**

- **New Civil Code, Article 1542**: Governs real estate lump sum sales and boundary-based ownership irrespective of stated area.

3. **Conclusiveness of Appellate Findings**:

- Per Judiciary Act and Rules of Court, factual findings by the Court of Appeals are typically conclusive unless devoid of evidence or constituting serious error.

**Historical Background:**

The case is set in post-war Philippines, a period marked by economic restructuring and land redistribution. Legal disputes often involved delineating property rights, interpreting newly codified laws like the Civil Code of the Philippines, and addressing ambiguities in land transactions. The case showcases judicial interpretation of property sale laws, balancing strict legal provision application with equitable considerations arising from practical land use and ownership realities.