

REYNALDO ALARAS and MARCIANA ALARAS, petitioners, vs. THE HONORABLE COURT OF APPEALS and NAPOLEON ALARAS, respondents.*G.R. No. L-31953. June 30, 1975*

Ponente: MAKALINTAL, C.J.

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This is an action for specific performance, reformation of instrument and recovery of damages. The trial court (CFI, Balayan, Batangas) rendered judgment for the defendants and dismissed the complaint. The Court of Appeals reversed and adjudged as follows:

"... the defendants are ordered to reform the Deed of Sale, Exh. F, substituting in lieu of lot 2800, that portion of 14 hectares, more or less, of lot 2808, which is claimed by plaintiff-appellant, bounded on the N by Pedro Alaras, on the W by Elias Depusoy, and on the E by Constancia Pantoja, which portion is tenanted by Adolfo Candelaria, Julianio Candelaria, Jesus Legaspi, and Raymundo Perez, and the plaintiff-appellant, on the other hand, upon such reformation, is directed to execute a reconveyance of lot 2800 back to the defendants-appellees. Costs are taxed against defendant-appellees."

The issues are essentially factual and therefore the findings of the Court of Appeals are not subject to review, in accordance with the general rule on this point, the present case not being one of the recognized exceptions to that rule.

The pertinent facts as thus found are as follows: Reynaldo and Marciana, both surnamed Alaras (petitioners here), are brother and sister. They were the co-owners of a parcel of land in Balayan, Batangas, identified as lot 2800 of the Balayan Cadastre, with an area of 14.1014 hectares. Adjoining said lot on the south is lot 2808 owned exclusively by Marciana Alaras, with an area of 32.7576 hectares. Of lot 2800 a portion of some 4 or 5 hectares is level land; the rest is mountainous. Lot 2808 is entirely plain and level.

In August 1958 Marciana went to see Napoleon Alaras, now respondent, at his store in Manila and offered to sell to him a parcel of land she and her brother Reynaldo owned in Balayan. There is some discrepancy as to which particular lot was offered. Marciana testified that it was lot 2800, at P 1,800 per hectare, although she gave Napoleon the plans and tax declarations of both lots 2800 and 2808. On the other hand, according to Napoleon, Marciana identified to him the land she was selling as the one bounded by the land formerly owned by his father and sold by the latter to a certain Constancia Pantoja, which lot bore No. 2807. Such identification would indicate that the land being offered for sale was lot No. 2808 and not lot 2800.

In any case the exact identity of the said land was defined and established when Napoleon Alaras, accompanied by Reynaldo, went to inspect the property on August 24, 1958. In that inspection Reynaldo showed Napoleon not lot 2800 but a portion of lot 2808, as proven by a number of undisputed circumstances. First, the land shown was all plain and level, while Lot 2800 had only 4 or 5 hectares which were level. Second, the landmarks which Reynaldo pointed out to Napoleon were all located on lot 2808, not on lot 2800. These landmarks were a botolan

tree on the eastern side, a creek on the northern portion, and a railroad track traversing the lot. Third, Reynaldo told Napoleon that the tenants on the land which was being sold were Adolfo Candelaria, Juliano Candelaria, Raymundo Perez and Jesus Legaspi. All these tenants were working on lot 2808, none of them on lot 2800. In fact Reynaldo presented these tenants to Napoleon, and told them that Napoleon would be their next landlord. Adolfo and Juliano Candelaria both testified and affirmed the fact that the land shown by Reynaldo to Napoleon was the northern portion of lot 2808, of which some 13 hectares were being tilled by them and by the other two tenants already mentioned. This testimony was corroborated by that of the tenant-overseer, Fabian Codisal.

Reynaldo Alaras himself, on the witness stand, admitted that the level portion of lot 2800 consisted of only 4 hectares, and that no portion of the mountainous area was included in the sale. It is a fact, however, that the document of sale executed on September 18, 1958 referred to lot 2800. It is thus quite clear that as identified on the ground and agreed upon between Reynaldo and Napoleon the land that was being sold was actually not lot 2800 but a portion of lot 2808. In other words a switch in identity was made when the vendors had the deed of sale drafted.

It should be noted that in the inspection of August 24, 1958 Marciana Alaras was not present and it was her brother Reynaldo who showed the property to the prospective buyer. The deed of sale was executed on September 18, 1958 and duly registered. On September 27, 1958 Napoleon hired an employee of the Bureau of Lands, one Gil Vergara, to relocate the boundaries of the land he had purchased. It was then discovered that the boundaries shown in the certificate of title did not tally with those shown by Reynaldo to Napoleon in the course of their inspection. Napoleon thereafter confronted Reynaldo and Marciana Alaras with the discrepancy. He wrote to both of them on January 30, 1959, demanding a correction of the deed of sale. Failing to receive an answer to his demands Napoleon instituted the present action.

Although Marciana Alaras, who was the exclusive owner of lot 2808, was not present during the inspection on August 24, 1958, her responsibility is established by the following findings of the Court of Appeals:

"... This proves that plaintiff-appellant entertained an honest belief that he was cheated out of the transaction since Reynaldo Alaras and Marciana Alaras had sold to him a land different from that which the plaintiff intended to buy. Not long after this confrontation, plaintiff-appellant, with the conformity of defendant Marciana Alaras, decided to make a second inspection trip to determine which land was shown by Reynaldo Alaras on August 24, 1958, the date of the first inspection trip. Aside from plaintiff-appellant and his companions, Marciana Alaras and private land surveyor Alejandro Jacala were present. Upon arrival on the land the group retraced the route taken during the first ocular inspection with Reynaldo. During this second inspection trip, Marciana Alaras confirmed and admitted to plaintiff-buyer Napoleon Alaras that the said area (referring to the parcel shown on August 24, 1958 by Reynaldo to plaintiff) is the very land she and her brother were selling to plaintiff (tsn, 52, Vol. I, testimony of plaintiff-appellant). Alejandro Jacala, a duly licensed private surveyor since 1937, testified that the land they traced in the presence of Marciana Alaras is not the property covered by the deed of sale and by the Torrens title issued to plaintiff-appellant by virtue of the sale. It will be recalled that after the property had been surveyed by Gil Vergara, plaintiff-appellant still hired the services of an experienced private land surveyor in the person of Alejandro Jacala, spending money for this purpose, and the report given by Alejandro Jacala tallies with the report given by Gil Vergara, that the land shown by Reynaldo Alaras to plaintiff-appellant is not the same land conveyed to said plaintiff-appellant. In fact, plaintiff-appellant spent to secure approved plan, Exh. A-2, from the Bureau of Lands to show with full clarity the land indicated by the sellers. On January 30, 1959, plaintiff-appellant sent letters of demand, Exhs. S and S-1, addressed separately to Reynaldo Alaras and Marciana Alaras, stating therein that the land sold to him did not conform to the parcel of land 'you pointed and sold to me.' Despite the fact that these two letters were received by the addressees as shown by the registry return cards, no response was made by either defendant.

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In view of the foregoing considerations, the judgment of the Court of Appeals is affirmed, without prejudice to the right of Marciana Alaras to recover from her co-petitioner Reynaldo Alaras the amount the latter had received from respondent Napoleon Alaras as part of the purchase price. Costs against petitioners.

Castro, Chairman, Makasiar, Esguerra, and Martin, JJ., concur.

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