

VICTORINO HERNANDEZ, PETITIONER, VS. HONORABLE COURT OF APPEALS AND SUBSTITUTED HEIRS OF REV. FR. LUCIO V. GARCIA (DECEASED), RESPONDENTS.*G.R. No. L-41132. April 27, 1988*

Ponente: NARVASA, J.

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To those prevented by fraud from proving their title to land subject of registration proceedings in another's name, the law affords the remedy of review of the decree of registration by petition in the land registration court within one year from its issuance of the order.[1] This was the remedy availed of by Victorino Hernandez, but as he could convince neither the Court of First Instance of Rizal nor the Court of Appeals[2] of the merits of his petition, he failed in his bid to reopen and correct the decree in Land Registration Case No. N-2488 declaring Fr. Lucio V. Garcia the absolute owner of three parcels of land in Parañaque.[3] This Court however finds that upon the recorded facts, the petitioner is entitled to the relief sought.

Fr. Garcia[4] applied in 1959 for the registration in his name of Lots 1-A, 1-B, and 2 of Plan Psu-172410-B in Bo. San Dionisio, Parañaque. His property adjoined that of Hernandez, and since both estates were once owned by one Andres San Buenaventura,[5] no dividing boundaries existed thereon until cadastral surveyors from the Bureau of Lands laid down official monuments to mark the separation of the lots. These monuments were set along a line which the landowners had previously agreed upon as representing the correct boundary between their estates. This was in 1956.[6]

Unknown to Hernandez, the Advance Plan Psu-172410-B submitted in Fr. Garcia's behalf to the land registration court in 1959 included 220 square meters of land now disputed -- Lots ABC and 4057-A of Lot 1-B. This area fell beyond the stipulated boundaries of Fr. Garcia's land and encroached pro tanto on the land of Hernandez (on which, it should be mentioned, his tenants had been living for many years [decades, in fact] before the date of Fr. Garcia's application).[7] Allegedly lulled into complacency by the recentness of their agreement as to the limits of their respective properties, and confident that the visible landmarks installed by the government surveyors precluded any overstepping of those limits, Hernandez proffered no opposition to Fr. Garcia's application, leaving the heirs of Andres San Buenaventura as the only oppositors thereto.

It was not until the court had already ordered the registration of the lots in Fr. Garcia's name that Hernandez discovered the anomaly in the application. He at once filed a petition for review of the decree, but in view of the new trial ordered by the court upon motion of the heirs-oppositors, the petition was dismissed on the ground of prematurity.[8] The court thereafter adjudged Fr. Garcia as the owner of Lots 1-A and 2 and the heirs-oppositors as owners of Lot 1-B.

On appeal, however, the Court of Appeals declared Fr. Garcia absolute owner, by acquisitive prescription, of all the lots. This judgment became final on December 9, 1970; Decree No. 132620 was issued by the CFI of Rizal, and the Register of Deeds issued OCT No. 8664 in Fr. Garcia's name.[9]

Hernandez promptly refiled his petition for the reopening of the decree. He argued that the decree covered a substantial portion of his land to which Fr. Garcia could claim no title. He averred anew that the Advance Plan supporting the application was "irregular, because it disregarded the existing Bureau of Lands monuments designating the actual possessions of the petitioner and the applicant" and "falsely designates (other) *** boundaries *** not actually marked by any xxx monuments, thus fraudulently giving the false impression to petitioner that no alteration has actually been made in originally agreed-upon boundaries in the course of the preparation of (the) Plan." Thus having been "misled to believe that no encroachment has been made by applicant," and "conscious of the previous agreement and the fact that the Bureau of Lands monuments have not been altered," Hernandez had put up no objection to the application.[10]

As stated at the outset, the trial court dismissed Hernandez's petition,[11] and the appellate court gave his appeal short shrift.[12] Both courts were of the view essentially that the evidence did not bear out the claim of fraud: that under the Statute of Frauds, the parties' covenant as to their properties' metes and bounds was unenforceable since it was not reduced to writing; and that Hernandez's parents and predecessors-in-interest,[13] Victorino and Tranquilino, acquired title by purchase from San Buenaventura to only 516 square meters of land, which could not have included the disputed property.[14]

Ordinarily, the Appellate Court's factual conclusions are not reviewable by this Court,[15] and since here those conclusions are decidedly adverse to Hernandez, the application of the rule should result in a verdict against him. The rule admits of exceptions, however, as when facts of substance were overlooked by the appellate court which, if correctly considered, might have changed the outcome of the case.[16]

In this case there are several pivotal facts -- about which there is no controversy whatever, it may be added -- which clearly should have been weighed by the court a quo in Hernandez's favor, but inexplicably were not. It is of record, to begin with, that concrete monuments or "mojones" were laid out by government surveyors in 1956 between the properties of Hernandez and Fr. Garcia. Hernandez avows that these structures were purposely installed to mark the limits of their estates; his opponents could only let this statement pass with telling silence. Neither did they seriously dispute that these "mojones" were installed along the line agreed upon by the parties as marking their properties' boundaries. All they averred in their defense is that the agreement did not bind them. Lastly, they freely conceded the presence of a fence along this line, but were quick to point out that they had merely "permitted" Hernandez to put up this "temporary" structure "to stop the public (from) using * * this place as a common midden shed." The excuse is lamentably feeble.

Hernandez argues that if indeed the Advance Plan, basis of Fr. Garcia's application, was prepared without regard to the boundary indicated by the fence and the surveyors' markers, and worse, "falsely designate(d) as boundaries the lines marked by *** corners not actually marked by any Bureau of Lands monuments" which purposely left the mistaken impression that the exact limits of the adjoining estates had been faithfully drawn, then he was truly a victim of fraud, deftly cheated of the chance to vindicate his claim to the land. The respondents again did not care to refute the premises on which the argument is predicated. In any event, the argument is entirely in accord with the evidence and the norms of logic.

Lastly, the Appellate Court may have been convinced of the impossibility of the inclusion of the disputed lot in the 516 square meters stated as sold to Hernandez's parents in the deed of sale in their favor,[17] but only because the Court missed sight of the fact that the adjoining lots sold to the spouses and to Fr. Garcia were unregistered and unsurveyed at the time of the transfer. This explains the discrepancy between the area of the land purportedly conveyed to the Hernandezes in the instrument (516 square meters) and the actual area falling within the boundaries described in the same document, which, after the survey, was found to be 716 square meters. The respondents cannot hold Hernandez to the approximate area fixed in the deed and claim ownership over the

excess. All the land embraced within the stated boundaries was sold.[18] If the respondents insist on the figures named in the deeds of sale, then they themselves stand to lose 736 square meters of land. San Buenaventura had only sold 1,545 square meters to Fr. Garcia,[19] but the estate was later found to be actually 2,328 square meters in area.[20]

Given the weight they deserve, the recorded facts prove Hernandez's entitlement to the relief sought. The respondents' reliance on the Statute of Frauds to secure a contrary judgment is misplaced. The Statute of Frauds finds no application to this case. Not every agreement "affecting land" must be put in writing to attain enforceability. Under the Statute of Frauds, Article 1403(2) (e) of the Civil Code, such formality is only required of contracts involving leases for longer than one year, or for the sale of real property or of an interest therein. Hernandez's testimony is thus admissible to establish his agreement with Fr. Garcia as to the boundary of their estates. It is also to be noted that the presence of Hernandez's tenants on the land within his side of the border, were this to be reckoned from the "mojones," further buttresses his claim.

The foregoing considerations demonstrate more than adequately that the inclusion of the 220-square-meter area in the Original Certificate of Title No. 8664 of the Register of Deeds of Rizal is null and void.

ACCORDINGLY, the appealed decision of the Court of Appeals is hereby REVERSED and set aside and another one entered, ordering the Register of Deeds of Rizal to register the 220 square meters in question in favor of petitioner Victorino Hernandez; and to cancel Original Certificate of Title No. 8664 and issue a new one in favor of the private respondents excluding said 220-square-meter area belonging to the petitioner. No pronouncement as to costs. SO ORDERED.

Cruz, Gancayco, and Griño-Aquino, JJ., concur.

[1] Sec. 38, Act No. 496, now Sec. 32, P.D. 1529; Rublico vs. Orellana, 30 SCRA 511.

[2] through its Ninth Division (Fernandez, J. ponente; Plana and Escolin, JJ.).

[3] pp. 27 et seq., Record on Appeal and pp. 21 et seq., Rollo.

[4] now deceased, and substituted by Pedro V. Garcia, Virginia V. Garcia and Marta V. Garcia.

[5] before he divided the land and sold part thereof to Hernandez's parents, Victorino and Tranquilina, from whom the petitioner derived his title; the remaining portion was sold to Fr. Garcia (p. 25, Rollo; pp. 2-3, Brief for the petitioner).

[6] p. 16, Rollo.

[7] p. 12, Rollo.

[8] p. 21, Rollo.

[9] p. 8, Rollo.

[10] pp. 22-23, Rollo.

[11] p. 21, Rollo.

[12] p. 27, Rollo.

[13] SEE footnote 5, supra.

[14] p. 26, Rollo.

[15] Heirs of Luisa Valdez vs. IAC, G.R. No. 74992 (March 28, 1988) citing Cu Bie vs. IAC, G.R. No. 63855 (October 9, 1987), Maclan vs. Santos, G.R. No. 55074 (December 17, 1987) and Verdant Acres vs. Hernandez, G.R. No. 51352 (January 29, 1988); Domingo vs. Hon. Zari, G.R. No. 74211 (March 25, 1988).

[16] Clanor vda. de Portugal, et al. vs. IAC and Portugal, G.R. No. 73564 (March 25, 1988) citing People vs. Olalia, Jr., 128 SCRA 139; People vs. Rosario, G.R. No. 73534 (March 25, 1988) citing People vs. Bautista, 142 SCRA 649 and People vs. Ibal, 143 SCRA 317.

[17] p. 25, Rollo.

[18] Buiser vs. Cabrera, 81 Phil. 669; Centenera vs. Director of Lands, 82 Phil. 85.

[19] pp. 2-3, Brief for the Petitioner.

[20] it is pointed out, however, that another lot measuring 389 sq. m. bought by Fr. Garcia from one Miguela Tomas is included in the 2,328 sq. m. applied for registration. Only 394 sq. m. of land will thus be unaccounted for.

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