

LUIS BALANTAKBO, AMADEO BALANTAKBO AND HEIRS OF SANCHE BALANTAKBO, PETITIONERS, VS. COURT OF APPEALS AND LAGUNA AGRO-INDUSTRIAL COCONUT COOPERATIVE, INC., RESPONDENTS.

G.R. No. 108515. October 16, 1995

Ponente: NARVASA, C.J.

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NARVASA, C.J.:

Private respondent Laguna Agro-Industrial Coconut Cooperative, Inc. (hereafter simply LAGUNA), a family corporation organized by the heirs of the deceased spouses Honorio Sumaya and Crispina Orlanda, was the plaintiff in an action to quiet title over a parcel of unregistered coconut land in Bo. Dita, Liliw, Laguna, filed in the Regional Trial Court, Br. XXVII, Laguna against herein private respondents and docketed as Civil Case No. SC-1367.

The complaint in said action alleged basically that the land in question had been purchased by the Sumaya spouses (LAGUNA's predecessors) for P800.00 from Consuelo Vda. de Balantakbo (mother of petitioner Luis Balantakbo and Sancho Balantakbo), the sale being evidenced by a deed^[1] executed by Consuelo on December 13, 1955; and that some twenty (20) years later, or on March 8, 1975, the seller's heirs, intruded into the land and harvested the coconuts found therein.

In their answer the Balantakbos denied knowledge of the sale and alleged that the land claimed sued for was different from that owned and held by them.

In the course of the trial the parties stipulated upon the following facts and circumstances, to wit:

1) on October 8, 1975: — the genuineness and due execution of (a) the Deed of Extrajudicial Partition executed on December 10, 1945 by the heirs of the deceased Jose Balantakbo, Sr., and of (b) the affidavit of Consuelo J. Vda. de Balantakbo executed November 3, 1952, adjudicating to herself ownership of the property left by the deceased Raul Balantakbo;

2) on July 21, 1981: — (a) the description of the land subject of the suit, i.e., as having an area of 2,000 square meters, and as being bounded by the property of named individuals, and (b) the substance of their respective contentions, viz:

1) LAGUNA's theory that what had been sold to its predecessors, the Sumaya Spouses, was the land within the identified boundaries, regardless of the area; and

2) the Balantakbos' countervailing theory that the land within said boundaries had an area of 6,870 square meters, more or less, only a portion thereof measuring 2,000 square meters, having been sold by their mother to the Sumayas; and they are therefore the owners of the remaining area of 4,870 square meters which they had in fact long possessed.

The Regional Trial Court rendered judgment (per Judge Francisco C. Manabat, Branch 27, Sta. Cruz, Laguna) in

favor of the Balantakbos, dismissing LAGUNA's complaint, upholding the former's theory of the case and ruling that what was contemplated in the descriptive words "more or less" immediately following the stated area of 2,000 square meters in the description of the land was construable as referring only to a "slight difference" in said area,[2] not to a difference as large as 4,870 square meters, or more than double the 2,000 square meters actually stated and intended to be sold.

The judgment was appealed to the Court of Appeals which after due proceedings reversed it by decision promulgated on July 9, 1992. The Appellate Court declared LAGUNA the owner of the entire land, not only of a 2,000-square meter portion thereof, ruling that the area embraced within the stated boundaries prevails over the area set forth in the descriptions which must have been based on mere estimates, and that the buyer was entitled to receive all that was included within the boundaries thus stated in the deed of sale.[3]

The Court finds no reversible error in said judgment now on appeal by certiorari by the Balantakbos.

The issue here may be stated simply, thus: In case of conflict between the area described and the actual boundaries of the land, which should prevail?

And it is by no means a novel question. On the contrary, the rule is quite well-settled that what really defines a piece of land is not the area, calculated with more or less certainty mentioned in the description, but the boundaries therein laid down, as enclosing the land and indicating its limits.[4]

In *Dichoso*, supra, this Court held:

**** In a contract of sale of land in mass, it is well established that the specific boundaries stated in the contract must control over any statement with respect to the area contained within its boundaries. It is not of vital consequence that a deed or contract of sale of land should disclose the area with mathematical accuracy. It is sufficient that its extent is objectively indicated with sufficient precision to enable one to identify it. An error as to the superficial area is immaterial."[5]

The case at bar is on all fours with this Court's ruling in the recent case of *Miguel Semira vs. Court of Appeals and Buenaventura An*, G.R. No. 76031, promulgated on March 2, 1994[6] There, private respondent purchased a parcel of land designated as Lot 4221 in Sto. Nino, Taysan, Batangas for P850.00 from one Juana Rodriguez. The sale was evidenced by a "Kasulatan ng Bilihan ng Lupa" executed on January 4, 1961 on which appeared the estimated area of the property as 822.5 square meters with its boundaries defined. On October 18, 1972, the private respondent sold the lot to his nephew, Cipriano Ramirez, with the same area and boundaries, the eastern side of which had now reflected private respondent's subsequent acquisition of an adjoining property from Pascual Hornilla. On March 12, 1979, Ramirez in turn sold the lot to the petitioner for P20,000.00 but this time, the area stated in the document of sale was 2,200 sq. m. as actually delimited by its boundaries and confirmed by the cadastral survey conducted in 1974. When the petitioner occupied the premises and began construction of a ricemill thereon, private respondent filed a complaint for forcible entry in the MCTC, claiming that Lot 4221 belonging to petitioner should only be 822.5 sq. m. and that the excess of 1,377 sq. m. allegedly forcibly occupied formed part of his Lot 4215 acquired in 1964 from P. Hornilla over which was subsequently issued OCT No. P-12694 in his name covering said lot and another lot which he (respondent) had also acquired, both having a combined area of 19,606 sq. m. The MCTC adjudged petitioner the rightful and lawful owner and possessor of the area in question and threw out the ejectment suit. On appeal, the RTC reversed and was thereafter sustained by the Court of Appeals. This Court in turn reversed the CA judgment and reinstated the MCTC decision, holding:

We have repeatedly ruled that where land is sold for a lump sum and not so much per unit of measure or number, the boundaries of the land stated in the contract determine the effects and scope of the sale, not the area thereof.[7] Hence, the vendors are obligated to deliver all the land included within the boundaries, regardless of whether the

real area should be greater or smaller than that recited in the deed. This is particularly true where the area is described as "humigit kumulang," that is, more or less.[8] These conclusions are drawn from Art. 1542 of the Civil Code which states:

In the sale of real estate, made for a lump sum and not at the rate of a certain sum for a unit of measure or number, there shall be no increase or decrease of the price, although there be a greater or less area or number than that stated in the contract.

The same rule shall be applied when two or more immovables are sold for a single price; but if, besides mentioning the boundaries, which is indispensable in every conveyance of real estate, its area or number should be designated in the contract, the vendor shall be bound to deliver all that is included within said boundaries, even when it exceeds the area or number specified in the contract: and, should he not be able to do so, he shall suffer a reduction in the price, in proportion to what is lacking in the area or number, unless the contract is rescinded because the vendee does not accede to the failure to deliver what has been stipulated.[9]

In the present case, it is clear that the disputed parcel of unregistered land was sufficiently identified and described. The Second Partial Stipulation of Facts submitted by the Parties sufficiently demonstrates that the parties lay claim to one and the same parcel of land, that descended to Raul Balantakbo from his father Jose Balantakbo, Sr.[10] later inherited by Consuelo Joaquin Vda. de Balantakbo from the same Raul, her son[11] and then sold by Consuelo to the Spouses Honorio Sumaya and Crispina Orlanda. Uniform descriptions of the subject lot were made in the Deed of Sale executed by Consuelo Joaquin Vda. de Balantakbo in favor of herein private respondent in 1955, in the Affidavit of Self-Adjudication executed by Consuelo on November 3, 1952, and in the Extrajudicial Partition of December 10, 1945, to wit:

"A parcel of land with the improvements thereon, with fence of madre-cacao trees, situated in Barrio Dita, Municipality of Lilio. Bounded on the N., by Jose Balantakbo; on the E., by Jose Balantakbo; on the S., by Venancio Villarica; and on the W., by Cornelio Napil and Prudencio Ardeza. Containing an area of 2,000 square meters, more or less."

It appears, too, that after the 1970 survey of the property when the true area of the lot was determined to be 6,870 square meters, more or less, Luis Balantakbo was able to secure in 1975 a new Tax Declaration No. 9397 in the name of the Heirs of Jose Balantakbo, Sr., covering a 4,873 square-meter parcel of land located at Dita, Liliw, Laguna. Tax Declaration No. 9397 was supposedly a revival of Tax Declaration No. 42, which, as mentioned in the first paragraph of the Second Partial Stipulation of Facts, covered the property then described as containing an area of 2,000 square meters, more or less. This shows that the Tax Declaration No. 9397, obtained by Luis Balantakbo, covers the same lot, which contains an area equivalent to the difference between the actual area of the subject land and the area mentioned in the deed of sale, sold to the Sumayas and not another separate parcel of land.

Moreover, in his testimony, petitioner Luis Balantakbo admitted that the supposed separate parcel of land for which he obtained a tax declaration is part and parcel of the land inherited by his brother Raul, then by his mother Consuelo, and thereafter sold by the latter to the Sumayas. Thus:

"COURT:

So when your mother sold the land even under Exhibit A, Deed of Sale in 1955, she sold unsurveyed land of 2,000 square meters which when surveyed in 1970 it turns out to be 6,000 plus square meters?

WITNESS:

Yes, your Honor."[12]

Since it was only in 1970 that the true area of the disputed property was determined after a survey, Consuelo Joaquin Vda. de Balantakbo could not have sold in 1955 only a portion of the lot which then was known (or believed) to have an area of only 2,000 square meters, more or less, as mentioned in all the documents covering the land.

And apart from the Tax Declaration secured by Luis Balantakbo after the survey of the subject property, petitioners failed to present other proof in support of their argument that the land claimed by them is different from that sold by their mother Consuelo Joaquin Vda. de Balantakbo to the Sumayas.

Clearly, therefore, the position taken by petitioners that there are two different parcels of land involved is untenable. Only one parcel of land is involved and the respondent Appellate Court correctly formulated and resolved affirmatively in favor of private respondent the issue of whether the actual boundaries should prevail over the area described.

Petitioners' reliance on the Asiain case[13] is misplaced. Following the arguments advanced by the trial court, petitioners contend that the descriptive words "more or less" after the area which is 2,000 square meters refer only to a slight or inconsiderable difference or a reasonable excess or deficiency, hence could not have included the 4,870 square meters claimed by petitioners, which is more than double the area of the lot sold by petitioners' mother to the Sumayas in 1955. In Asiain, the main consideration of the transaction between the seller Asiain and the buyer Jalandoni was the size or the area of the land. To convince Jalandoni to buy the land, Asiain even guaranteed that the land would produce so much sugar in piculs, hence the relevance of the phrase "more or less" which followed the statement of area in hectares which Asiain assured his land contains. It developed, however that the area was much less than what was thus represented by the seller. The Court therein ruled that the mistake with reference to the subject matter of the contract was such as to render it rescindable, at the buyer's option.

The case at bar is clearly quite different, the stated area being only an additional description of the land already sufficiently identified and described as being fenced by madre cacao trees and bounded on all sides by properties with identified owners or holders.

As correctly held by the respondent Appellate Court, this is a case where the land was sold a cuerpo cierto for a lump sum of P800.00 and not at the rate of a certain sum per unit of measure or number, with boundaries clearly delimited, hence the area embraced within said boundaries must be held to prevail over the area indicated in the documents.

WHEREFORE, the petition is DENIED for lack of merit. The appealed decision of the respondent Court of Appeals is AFFIRMED in toto.

SO ORDERED.

Regalado, Puno, Mendoza, and Francisco, JJ., concur.

[1] Exh. 4

[2] citing Asiain vs. Jalandoni, 45 Phil. 296

[3] citing Article 1542, Civil Code, and Pacia vs. Lagman, 63 Phil. 361, and other cases

[4] Registration of Land Titles and Deeds, Noblejas and Noblejas, 1986 Ed., p. 219; Dichoso vs. Court of Appeals, 192 SCRA 169 [1990] citing Erico vs. Chigas, 98 SCRA 575 [1980]; Paterno vs. Salud, 9 SCRA 81 [1963] citing Loyola vs. Bartolome, 39 Phil. 544 [1919]

[5] 192 SCRA 169, on p. 179, citing *Loyola vs. Bartolome*, 39 Phil 544 [1919] reiterated in *Erico vs. Chigas*, 98 SCRA 575 [1980]

[6] 230 SCRA 577

[7] *Pacia v. Lagman*, 63 Phil. 361, 365 [1936, citing *Loyola v. Bartolome*, 39 Phil. 544; *Escudero v. Director of Lands*, 44 Phil. 83; *Government of the Philippine Islands v. Abaja*, 52 Phil. 261]; *Beltran v. Reyes*, 55 Phil. 1004

[8] *Sta. Ana v. Hernandez*, 125 Phil. 61, 68 [1966], citing *Goyena v. Tambunting*, 1 Phil. 490; *Teran v. Villanueva*, 56 Phil. 677; *Azarraga v. Gay*, 52 Phil. 599; *Mondragon v. Santos*, 87 Phil. 471

[9] pp. 582-583

[10] Par. No. 1

[11] Par. No. 2

[12] TSN, Feb. 19, 1991, pp. 21-26

[13] *Asiain vs. Jalandoni*, 45 Phil 296 [1923]

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