VERONICA ROBLE, LILIBETH R. PORTUGALIZA, AND BOBBY PORTUGALIZA, PETITIONERS, VS. DOMINADOR ARBASA AND ADELAIDA ARBASA, RESPONDENTS.

G.R. No. 130707. July 31, 2001

Ponente: PARDO, J.

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PARDO, J.:

Petitioners appeal via certiorari from the decision[1] of the Court of Appeals which set aside the decision of the trial court and declared respondents lawful owners and possessors of the entire parcel of land with a total area of eight hundred eighty four (884) square meters, situated at Poblacion, Isabel, Leyte, covered by Tax Declaration No. 67 in the name of respondent Adelaida Arbasa.[2]

On January 2, 1976, spouses Dominador Arbasa and Adelaida Roble (hereinafter referred to as respondents) purchased from Fidela Roble an unregistered parcel of land located at Poblacion, Isabel, Leyte.[3] As reflected on the deed of sale, the property had a total land area of two hundred forty (240) square meters. Due to their diligent efforts in reclaiming a portion of the sea, using stones, sand and gravel, the original size of two hundred forty (240) square meters increased to eight hundred eighty four (884) square meters,[4] described as follows:

> "A parcel of residential land with all the improvements thereon; bounded on the North, by Lot Nos. 036 and 037; East, by Roxas Street; South, Seashore and CAD Lot No. 952; and West, by Lot Nos. 024 and 025. It has an area of 884 sq. meters, more or less, and declared in the name of plaintiff Adelaida Arbasa under Tax Declaration no. 7068-A and later superseded by Tax Declaration No. 67. It has an assessed value of P31,870.00."[5]

Since 1976 and until the present, respondents have been in actual, open, peaceful and continuous possession of the entire parcel of land in the concept of owners and had it declared for taxation purposes in the name of respondent Adelaida Arbasa. Included in the sale were the improvements found on the land, consisting mainly of the house of Fidela.[6]

Adelaida tolerated her sister Fidela's continued stay at the house. Living with Fidela in the same house were their nieces, petitioners Veronica Roble and Lilibeth Roble as well as the latter's spouse Bobby Portugaliza. Veronica and Lilibeth Roble are the daughters of Gualberto Roble, deceased brother of Fidela and Adelaida.

Shortly after Fidela's death on June 15, 1989, petitioners Veronica and Lilibeth Roble claimed ownership of the house and the southern portion of the land with an area of 644 square meters. Fidela died intestate and without issue. Meanwhile, Gualberto Roble, petitioners' father, died sometime in December 1986.

In January 1990, petitioners had this parcel of land declared for taxation purposes in the names of Fidela Roble under Tax Declaration No. 8141 and of Gualberto Roble under Tax Declaration No. 8142.

As efforts to have them vacate the house and desist from claiming the parcel of land failed, respondent spouses Dominador and Adelaida Roble-Arbasa, referred the dispute to the barangay authorities for conciliation. Nothing

happened at the barangay level.[7] Hence, on February 27, 1990, spouses

Arbasa filed with the Regional Trial Court, Branch 12, Ormoc City an action for quieting of title with damages.[8]

On April 4, 1990, petitioner Veronica Roble, Lilibeth Roble and Bobby Portugaliza filed an answer to the complaint denying its material allegations.[9] They said that the total area of the lot which respondents bought from Fidela consisted only of two hundred forty (240) square meters, located at the northern portion of the property. This property was originally classified as foreshore land, but in 1957, due to the effort of Ireneo Roble, father of Fidela, Adelaida and Gualberto, a portion of the sea was reclaimed and filled up. This was the piece of property where respondents exercised open, public and continuous possession in the concept of owner, and which had been declared for taxation purposes in the name of Adelaida Roble in Tax Declaration No. 7068.[10] With the issuance of a new tax declaration in the name of Adelaida, Tax Declaration No. 5108-R-5 originally registered in the name of Fidela Roble, was cancelled.[11]

Petitioners attached as an integral part of their answer a copy of the deed of sale dated January 2, 1976, executed by Fidela Roble in favor of Adelaida Arbasa. The property subject of the sale was aptly described as follows:

> "This is a whole parcel of residential land, located at Poblacion, Isabel, Leyte, per Tax Declaration No. 5108-R-5, under the name of Fidela Roble, being bounded on the North, by Matilde Evangelista; East, by Harrison now Roxas Street; South, by Seashore; and West, by Crestito Manipes, having an area of 240 square meters more or less, with improvements thereon."[12]

In the late 1960s, Ireneo, with the help of his son Gualberto reclaimed additional portion of the seashore at the southern portion adjacent to the 240 square meters land earlier reclaimed and declared in the name of Fidela Roble. Because of this, the original area of two hundred forty (240) square meters increased by six hundred forty four (644) square meters and became eight hundred eighty four (884), including the portion sold to Adelaida. The 644 square meters was then divided into two (2) lots of equal proportion, evidenced by Tax Declaration Nos. 8141[13] and 8142[14] in the names of Fidela and Gualberto, respectively. Payment of taxes on both tax declarations commenced in the year 1980.[15]

Constructed over the eight hundred eighty four (884) square meters lot were three (3) concrete houses. One of the houses was located over the two hundred forty (240) square-meter parcel of land that spouses Arbasa bought from Fidela. The other houses belonged to Fidela, located at the central portion, and Gualberto, which was constructed over the southernmost portion of the eight hundred eighty (884) square meters land.

The house at the central portion was first declared in the name of Fidela under Tax Declaration No. 3548, commencing with the year 1974.[16] This was later cancelled by Tax Declaration No. 5057, covering the year 1979, and later was cancelled by Tax Declaration No. 3638, beginning with the year 1985.[17] Meanwhile, the house at the southernmost portion of the land was declared in Gualberto's name under Tax Declaration No. 3549,[18] commencing with the year 1974, later cancelled by Tax Declaration No. 5060,[19] then by Tax Declaration No. 5662.[20] The latest tax declaration on the residential house, Tax Declaration No. 226[21] cancelled the previous ones and commenced in the year 1989.

The two lots located at the southern portion, according to petitioners, were owned by their predecessors-in-interest Fidela (322 square meters) and Gualberto Roble (322 square meters) who had open, public and continuous possession in the concept of owner. Like Fidela's house, the two (2) parcels of land had been possessed in the concept of owners by their predecessors-in-interest, and were not included in the deed of sale.

At the pre-trial conference held on July 4, 1990, the parties defined the issue to be: whether the deed of sale executed on January 2, 1975 by Fidela Roble in favor of respondents conveyed the entire eight hundred eighty

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four (884) square meters parcel of land, including the house of Fidela, or it covered only two hundred forty (240) square meters located at the northern portion of the property.[22]

On July 16, 1991, the trial court rendered a decision finding that the January 2, 1976 deed of absolute sale executed by Fidela Roble covered only a total area of two hundred forty (240) square meters in favor of respondents and not the entire eight hundred eighty four (884) square meters claimed by respondents. Moreover, the house of Fidela was not found on the 240 square meters parcel subject of the deed of sale, and such improvement was not included in the sale.

The trial court held that pursuant to Rule 130, Section 9 of the Revised Rules on Evidence, the deed of sale was the best evidence of the contents of the agreement. Based on the documentary evidence consisting of the deed of absolute sale and tax declarations issued over the property, the house of Fidela Roble was not situated on the part of the property that was sold to respondents. Hence, respondents' claim has no basis. The dispositive portion of the afore-said decision reads:

> `WHEREFORE, judgement is hereby rendered finding the plaintiffs the owners in fee simple of only TWO HUNDRED FORTY Square Meters (240), more or less, of the parcel of land subject of the complaint and described in T. D. No. 7068; dismissing the counter-claim and ordering the plaintiffs to pay the costs.'"[23]

On August 8, 1991, respondents appealed the decision to the Court of Appeals.[24]

On August 15, 1991, petitioners appealed the decision insofar as it denied their claim for damages and attorney's fees.[25] Petitioners claimed that they were compelled to hire the services of a lawyer because respondents filed suit against them, which the latter knew was malicious and without basis in law or in fact.

After due proceedings, on January 15, 1997, the Court of Appeals promulgated its decision affirming the finding of the trial court that the deed of sale conveyed only 240 square meters of the parcel of land existing at the time of the sale.

The Court of Appeals observed that from the wording of the deed of sale, Fidela Roble sold to respondents the "whole parcel of residential land" bounded on the "south by the seashore." The Court of Appeals opined that this technical description, as contained in the deed of sale, lent credence to the claim of respondents that they were responsible for reclaiming the 644 square meters claimed by petitioners. For if at the time of sale the 644 square meters were already in existence, the deed of sale would have described the metes and bounds of the property that was sold in a different way. It would have referred to the boundary at the south as the "remaining portion of the vendor's property" or would have mentioned the names of Fidela or Gualberto Roble as the owners of the adjoining properties, and not described the seashore as the boundary in the south. The dispositive portion of the decision reads, thus:

> "WHEREFORE, foregoing premises considered, we rule in favor of plaintiffs-appellants and SET ASIDE the judgment of the lower court. Another one is hereby entered declaring them as lawful owners and entitled to the possession of the entire parcel of land containing an area of 884 square meters, which is covered by Tax Declaration No. 67 in the name of plaintiff-appellant Adelaida Roble Arbasa.
>
> "No pronouncement as to costs.
>
> "SO ORDERED."[26]

On August 13, 1997, the Court of Appeals denied the petitioners' motion for reconsideration for lack of merit. In so ruling, the court said:

> "We have repeatedly ruled that where land is sold for 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. 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 when the area is described as `humigit kumulang,' that is, more or less."[27]

Hence, this appeal.[28]

We find the appeal meritorious.

Jurisprudence teaches us that as a rule, jurisdiction of this Court in cases brought to it from the Court of Appeals is limited to the review and revision of errors of law committed by the appellate court.[29] As the findings of fact of the appellate court are deemed conclusive,[30] this Court is not duty-bound to analyze and weigh all over again the evidence considered in the proceedings below.

However, this rule is not absolute.[31] There are exceptional circumstances that would compel the Court to review the findings of fact of the Court of Appeals.[32]

Here, the Court of Appeals' findings and conclusions are contrary to those of the trial court.

After an assiduous scrutiny of the evidence, we find reason to reverse the factual findings of the Court of Appeals and affirm that of the trial court.

The sale that transpired on January 2, 1976 between vendor Fidela and vendee Adelaida was one of cuerpo cierto or a sale for lump sum. Pursuant to Article 1542, Civil Code of the Philippines, 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 lesser area or number than that stated in the contract. Thus, the obligation of the vendor is to deliver everything within the boundaries, inasmuch as it is the entirety thereof that distinguishes the determinate object.[33]

However, this rule admits of an exception. A vendee of land, when sold in gross or with the description "more or less" with reference to its area, does not thereby ipso facto take all risk of quantity in the land. The use of "more or less" or similar words in designating quantity covers only a reasonable excess or deficiency.[34] In the case at bar, the parties to the agreement described the land subject of the sale in this wise:

> "This is a whole parcel of residential land, located at Poblacion, Isabel, Leyte, per Tax Declaration No. 5108-R-5, under the name of Fidela Roble, being bounded in the North, by Matilde Evangelista; East, by Harrison now Roxas Street; South, by Seashore; and West, by Cristito Manipes, having an approximate area of 240 square meters more or less, with all improvements thereon:"[emphasis supplied]

An area of "644 square meters more" is not reasonable excess or deficiency, to be deemed included in the deed of sale of January 2, 1976.

Moreover, at the time of the sale, the only piece of land existing was 240 square meters, the subject of the deed of sale. This 240 square meters parcel of land was originally foreshore land, hence, not alienable and disposable. It was only in 1952, that Fidela applied for and was granted a foreshore lease.[35] In 1965, the provincial assessor issued a tax declaration in her name.[36] Respondent Adelaida admitted this fact, thus:

> "ATTY ESCALON
>
> Q Is it not a fact that this land of 280 [sic] square meters was applied by Fidela Roble for foreshore lease way back in 1952? Are you aware of that?
>
> A I know, sir.

Q And at that time in 1952, only these 280 square meters was yet existing. Do you agree with me on that?

A Yes, sir.

Q And these 280 [sic] square meters exist because of the diligence of Fidela Roble in filling this up with boulders, rocks, sand and gravel?

A That is not correct, because that was sold to me under a Deed of sale.

Q Is it not a fact that prior to the sale and prior to the existence of the 280 [sic] square meters, this was yet part of the littoral zone or part of the sea?

A Yes, sir.

Q And you caused the reclamation of the original area?

A It was she who did it because it was not yet sold to me."[37]

Adela confirmed that when the sale took place in 1976, the houses of Fidela and Gualberto, constructed earlier in 1971, were situated on foreshore lands adjacent to the property that Fidela sold to her. The houses, made of concrete materials and are two-stories high, could be reached by seawater.[38] This lent credence to the claim of petitioners that what was sold to respondents was indeed only 240 square meters parcel of land. This also explained why in the technical description of the property as embodied in the deed of sale, the property was described as bounded on the south by the seashore.

As held by the trial court, when the terms of an agreement had been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successor-in-interest, no evidence of such terms other than the contents of the written agreement.[39]

We find no ambiguity in the terms and stipulations of the deed of sale. Contracts are the laws between the contracting parties. It shall be fulfilled according to the literal sense of their stipulations. If their terms are clear and leave no room for doubt as to the intention of the contracting parties, the contracts are obligatory no matter what their forms may be, whenever the essential requisites for their validity are present.[40] Sale, by its very nature, is a consensual contract because it is perfected by mere consent. The essential elements of a contract of sale are the following: (a) consent or meeting of the minds, that is consent to transfer ownership in exchange for the price; (b) determinate subject matter; and (c) price certain in money or its equivalent.[41] All these elements are present in the instant case.

Moreover, parol evidence rule forbids any addition to or contradiction of the terms of a written instrument by testimony or other evidence purporting to show that, at or before the execution of the parties' written agreement, other or different terms were agreed upon by the parties, varying the purport of the written contract. When an agreement has been reduced to writing, the parties can not be permitted to adduce evidence to prove alleged practices, which to all purposes would alter the terms of the written agreement. Whatever is not found in the writing is understood to have been waived and abandoned.[42]

The rule is in fact founded on "long experience that written evidence is so much more certain and accurate than that which rests in fleeting memory only, that it would be unsafe, when parties have expressed the terms of their contract in writing, to admit weaker evidence to control and vary the stronger and to show that the parties intended a different contract from that expressed in the writing signed by them.[43]

The rule is not without exceptions, however, as it is likewise provided that a party to an action may present evidence to modify, explain, or add to the terms of the written agreement if he puts in issue in his pleadings: (a) an

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intrinsic ambiguity, mistake or imperfection in the written agreement; (b) the failure of the written agreement to express the true intent and agreement of the parties thereto; (c) the validity of the written agreement; or (d) the existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement.[44]

None of the aforecited exceptions finds application to the instant case. Nor did respondents raise this issue at the proceedings before the trial court.

With regard to the ownership over the 644 square meters of land located at the southern portion of the original 240 square meters conveyed to Adela, there is a question regarding the true nature of the land, which has the features of a foreshore land.

Even though respondents claim that they were responsible for reclaiming the portion of the foreshore land adjacent to the property they bought from petitioners' predecessor in interest, there is no evidence that respondents subsequently filed an application for lease with regard to the 644 square meters of reclaimed land.

Foreshore land is a part of the alienable land of the public domain and may be disposed of only by lease and not otherwise.[45] It is the strip of land that lies between the high and low water marks and is alternatively wet and dry according to the flow of tide.[46] It is that part of the land adjacent to the sea, which is alternately covered and left dry by the ordinary flow of tides.[47]

There is a need, therefore, to determine whether the lands subject of the action for quieting of title are foreshore lands. The classification of public lands is a function of the executive branch of government, specifically the director of lands (now the director of the Lands Management Bureau). Due to the dearth of evidence on this particular issue, we cannot arrive at a conclusive classification of the land involved. The instant case has to be remanded to the trial court for that determination.

WHEREFORE, the petition is hereby GRANTED. The decision of the Court of Appeals in CA-G. R. CV No. 38738 is hereby SET ASIDE. The case is remanded to the Regional Trial Court, Branch 12, Leyte for further proceedings.

No costs.

SO ORDERED.

Puno, Kapunan, and Ynares-Santiago, JJ., concur.
Davide, Jr., C.J., on official business.

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[1] In CA-G. R. CV No. 38738, promulgated on January 15, 1997, Jacinto, J., ponente, Montoya and Demetria, JJ., concurring. Rollo, pp. 95-101.

[2] Court of Appeals Decision, Rollo, at pp. 100-101.

[3] Exhibit "A", Folder of Exhibits, p. 1.

[4] TSN, September 6, 1990, pp. 8-10.

[5] Complaint, Annex "A", Rollo, pp. 30-34, at pp. 30-31; Regional Trial Court Records pp. 1-4, at pp. 1-2.

[6] TSN, September 6, 1990, p. 11.

[7] Ibid., pp. 14-16.

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[8] Docketed as Civil Case No. 2924-O, entitled "Dominador Arbasa and Adelaida Arbasa, versus Veronica Roble, Lilibeth R. Portugaliza, and Bobby Portugaliza; Annex "A", Rollo, pp. 30-34; Regional Trial Court Records, pp. 1-4.

[9] Answer, Regional Trial Court Records, pp. 13-15.

[10] Annex "2," Regional Trial Court Records, p. 17.

[11] Rollo, p. 13-a.

[12] Annex "1," Regional Trial Court Records, p. 16.

[13] Annex "3," Regional Trial Court Records, p. 18.

[14] Annex "4," Regional Trial Court Records, p. 19.

[15] Exhibits "19" and "20," Folder of Exhibits, pp. 26-27.

[16] Exhibit "11," Folder of Exhibits, p. 18.

[17] Rollo, p. 14.

[18] Exhibit "15", Folder of Exhibits, p. 22.

[19] Exhibit "16", Folder of Exhibits, p. 23.

[20] Exhibit "17", Folder of Exhibits, p. 24.

[21] Exhibit "18", Folder of Exhibits, p. 25.

[22] Regional Trial Court Records, pp. 72-73.

[23] Court of Appeals Decision, Rollo, pp. 95-96; Regional Trial Court Records, pp. 172-178.

[24] Regional Trial Court Records, p. 180.

[25] Regional Trial Court Records, p. 187.

[26] Rollo, pp. 100-101.

[27] Rollo, pp. 93-94, at p. 93.

[28] Petition for Review on Certiorari, Rollo, pp. 4-27.

[29] Castillo v. Court of Appeals, 260 SCRA 374, 380 [1996].

[30] Liberty Construction & Development Corporation v. Court of Appeals, 257 SCRA 696 [1996].

[31] Cuizon v. Court of Appeals, 260 SCRA 645, 657 [1996].

[32] Among the exceptions are: (1) when the factual findings of the Court of Appeals and the trial court are contradictory; (2) when the findings are grounded entirely on speculation, surmises, or conjectures; (3) when the inference made by the Court of Appeals from its findings of fact is manifestly mistaken, absurd, or impossible; (4) when there is grave abuse of discretion in the appreciation of facts; (5) when the appellate court, in making its findings, goes beyond the issues of the case, and such findings are contrary to the admissions of both appellant and appellee; (6) when the judgment of the Court of Appeals is premised on misapprehension of facts; (7) when the Court of Appeals fails to notice certain relevant facts which, if properly considered, will justify a different conclusion; (8) when the findings of fact are themselves conflicting; (9) when the findings of fact are conclusions

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without citation of the specific evidence on which they they are based; and (10) when the findings of fact of the Court of Appeals are premised on the absence of evidence but such findings are contradicted by the evidence on record; Fuentes v. Court of Appeals, 268 SCRA 703, 708-709 [1997].

[33] Tolentino, Civil Code of the Philippines, Volume V, 1992 Edition, p. 94.

[34] Ibid.

[35] TSN, September 7, 1990, p. 8.

[36] TSN, September 21, 1990, pp. 8-9.

[37]TSN, September 7, 1990, pp. 8-9.

[38] TSN, September 7, 1990, pp. 15-16.

[39] Rule 130, Section 9, Rules of Court.

[40] Salvatierra v. Court of Appeals, 261 SCRA 45, 56-57 [1996].

[41] Coronel v. Court of Appeals, 263 SCRA 15, 26 [1996].

[42] CKH Industrial and Development Corporation v. Court of Appeals, 272 SCRA 333, 346 [1997].

[43] Inciong, Jr. v. Court of Appeals, 257 SCRA 578, 585 [1996].

[44] Santiago v. Court of Appeals, 278 SCRA 98, 109 [1997].

[45] Republic v. Imperial, Jr., 303 SCRA 127, 139 [1999].

[46] Republic v. Court of Appeals, 299 SCRA 199, 228 [1998].

[47] Ibid., at p. 229.

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