

RITA SARMING, RUFINO SARMING, MANUEL SARMING, LEONORA VDA. DE LOY, ERLINDA DARMING, NICANDRA SARMING, MANSUETA SARMING, ARTURO CORSAME, FELY CORSAME, FEDERICO CORSAME, ISABELITA...

G.R. No. 133643. June 06, 2002

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-133643/>

QUISUMBING, J.:

This petition for review assails the decision[1] dated September 23, 1997 of the Court of Appeals in CA-G.R. CV No. 39401, which affirmed the decision[2] of the Regional Trial Court, Branch 41 in Negros Oriental, Dumaguete City and the resolution[3] dated April 21, 1998 denying petitioners' motion for reconsideration.

The facts as culled from records are as follows:

Petitioners are the successors-in-interest of original defendant Silveria Flores, while respondents Cresencio Dy and Ludivina Dy-Chan are the successors-in-interest of the original plaintiff Alejandra Delfino, the buyer of one of the lots subject of this case. They were joined in this petition by the successors-in-interest of Isabel, Juan, Hilario, Ruperto, Tomasa, and Luisa and Trinidad themselves, all surnamed Flores, who were also the original plaintiffs in the lower court. They are the descendants of Venancio[4] and Jose[5], the brothers of the original defendant Silveria Flores.

In their complaint for reformation of instrument against Silveria Flores, the original plaintiffs alleged that they, with the exception of Alejandra Delfino, are the heirs of Valentina Unto Flores, who owned, among others, Lot 5734, covered by OCT 4918-A; and Lot 4163, covered by OCT 3129-A, both located at Dumaguete City.

After the death of Valentina Unto Flores, her three children, namely: Jose, Venancio, and Silveria, took possession of Lot 5734 with each occupying a one-third portion. Upon their death, their children and grandchildren took possession of their respective shares. The other parcel, Lot 4163 which is solely registered under the name of Silveria, was sub-divided between Silveria and Jose. Two rows of coconut trees planted in the middle of this lot serves as boundary line.

In January 1956, Luisa, Trinidad, Ruperto and Tomasa, grandchildren of Jose and now owners of one-half of Lot 4163, entered into a contract with plaintiff Alejandra Delfino, for the sale of one-half share of Lot 4163 after offering the same to their co-owner, Silveria, who declined for lack of money. Silveria did not object to the sale of said portion to Alejandra Delfino.

Before preparing the document of sale, the late Atty. Deogracias Pinili, Alejandra's lawyer, called Silveria and the heirs of Venancio to a conference where Silveria declared that she owned half of the lot while the other half belonged to the vendors; and that she was selling her three coconut trees found in the half portion offered to Alejandra Delfino for P15. When Pinili asked for the title of the land, Silveria Flores, through her daughter, Cristita Corsame, delivered Original Certificate of Title No. 4918-A, covering Lot No. 5734, and not the correct

title covering Lot 4163. At that time, the parties knew the location of Lot 4163 but not the OCT Number corresponding to said lot.

Believing that OCT No. 4918-A was the correct title corresponding to Lot 4163, Pinili prepared a notarized Settlement of Estate and Sale (hereinafter “deed”) duly signed by the parties on January 19, 1956. As a result, OCT No. 4918-A was cancelled and in lieu thereof, TCT No. 5078 was issued in the names of Silveria Flores and Alejandra Delfino, with one-half share each. Silveria Flores was present during the preparation and signing of the deed and she stated that the title presented covered Lot No. 4163.

Alejandra Delfino immediately took possession and introduced improvements on the purchased lot, which was actually one-half of Lot 4163 instead of Lot 5734 as designated in the deed.

Two years later, when Alejandra Delfino purchased the adjoining portion of the lot she had been occupying, she discovered that what was designated in the deed, Lot 5734, was the wrong lot. She sought the assistance of Pinili who approached Silveria and together they inquired from the Registry of Deeds about the status of Lot 4163. They found out that OCT No. 3129-A covering Lot 4163 was still on file. Alejandra Delfino paid the necessary fees so that the title to Lot 4163 could be released to Silveria Flores, who promised to turn it over to Pinili for the reformation of the deed of sale. However, despite repeated demands, Silveria did not do so, prompting Alejandra and the vendors to file a complaint against Silveria for reformation of the deed of sale with damages before the Regional Trial Court of Negros Oriental, Branch 41, docketed as Civil Case No. 3457.

In her answer, Silveria Flores claimed that she was the sole owner of Lot 4163 as shown by OCT No. 3129-A and consequently, respondents had no right to sell the lot. According to her, the contract of sale clearly stated that the property being sold was Lot 5734, not Lot 4163. She also claimed that respondents illegally took possession of one-half of Lot 4163. She thus prayed that she be declared the sole owner of Lot 4163 and be immediately placed in possession thereof. She also asked for compensatory, moral, and exemplary damages and attorney’s fees.

The case lasted for several years in the trial court due to several substitutions of parties. The complaint was amended several times. Moreover, the records had to be reconstituted when the building where they were kept was razed by fire. But, earnest efforts for the parties to amicably settle the matters among themselves were made by the trial court to no avail.

On September 29, 1992, the trial court found in favor of herein respondents, who were the plaintiffs below, decreeing as follows:

WHEREFORE, this Court finds the preponderance of evidence in favor of the plaintiffs and veritably against the defendants and, as such, renders judgment accordingly, thereby ORDERING the defendants, the heirs of the deceased-defendant SILVERIA FLORES and her successors-in-interest the following:

- 1) To enter into the reformation of the subject contract or execute a mutual conveyance of sale, by making the one-half (1/2) eastern portion of Lot 4163, the subject of the document of sale, in favor of plaintiff, the late Alejandra Delfino or her heirs and/or successors-in-interest;
- 2) To sign a document ceding to the heirs of the heirs of Maxima Flores and Venancio Flores the excess of her one-third (1/3) share; and further ordering the heirs of the late Alejandra Delfino to correspondingly sign a document for the return of the one-half (1/2) portion of Lot 5734 to the original registered owners, in exchange thereby;
- 3) To pay to the heirs of the late plaintiff Alejandra Delfino, the sum of P5,000.00 as actual damages and the sum of P10,000.00 as moral damages;
- 4) To pay P2,000.00 as attorney’s fees plus the costs of this suit.

SO ORDERED.[6]

According to the trial court, the claims of herein respondents were anchored on valid grounds. It noted that Alejandra had been occupying one-half portion of Lot 4163 since 1956 and it was the one pointed to her by the vendors. Citing the case of *Atilano vs. Atilano*[7], it ruled that when one sells or buys real property, he sells or buys the said property as is shown to her and as he sees it, at its actual setting and by its physical metes and bounds, not by the mere lot number assigned to it in the certificate of title. Thus, it concluded that from the facts and circumstances of the case, it is clear that the object of the sale, as understood by the parties, was that portion “Y” of Lot 4163 and that its designation as Lot 5734 in the document of sale was a simple mistake in the drafting of the document, which mistake, however, did not vitiate the consent of the parties or affect the validity and the binding effect of the contract between them. Hence, the remedy of reformation of instrument is proper.[8]

Petitioners appealed the decision to the Court of Appeals, which affirmed the ruling of the trial court as follows:

WHEREFORE, the appealed decision is hereby AFFIRMED. Costs against defendants-appellants.

SO ORDERED.[9]

In affirming the decision of the trial court, the Court of Appeals agreed that the real intention of the parties was for the sale of Lot 4163 which Alejandra Delfino had been occupying, and the designation of Lot 5734 in the deed was a mistake in the preparation of the document. It noted that Silveria Flores did not object when Alejandra Delfino took possession of one-half portion of Lot 4163 immediately after the sale, considering that it was Silveria’s son, Michael Corsame, who developed the area purchased by Alejandra.[10]

Aggrieved but undeterred, the successors-in-interest of defendant Silveria Flores seasonably filed their petition for review under Rule 45 of the Rules of Court. They assail the decision of the Court of Appeals on the following grounds:

- THE COURT OF APPEALS COMMITTED AN ERROR IN LAW WHEN IT FAILED TO ORDER THE DISMISSAL OF CIVIL CASE NO. 3457 FOR LACK OF CAUSE OF ACTION.

- THE COURT OF APPEALS AND THE TRIAL COURT COMMITTED A REVERSIBLE ERROR IN LAW AND JURISPRUDENCE WHEN IT FAILED TO RULE THAT, BASED ON THE UNDISPUTED EVIDENCE ON RECORD AND THE SETTLEMENT OF ESTATE AND SALE ITSELF, THE PLAINTIFFS HAVE NO CAUSE OF ACTION AGAINST SILVERIA FLORES BECAUSE SHE DID NOT SELL HER LAND TO ALEJANDRA DELFINO. HENCE SILVERIA FLORES CANNOT BE BOUND NOR PREJUDICED BY THE CONTRACT OF SALE ENTERED BY ALEJANDRA DELFINO AND HER CO-PLAINTIFFS (*CAPITOL INSURANCE & SURETY CO INC. V. CENTRAL AZUCARERA DEL DAVAO*, 221 SCRA 98; *OZAETA V. CA*, 228 SCRA 350).

- THE COURT OF APPEALS AND THE TRIAL COURT COMMITTED A REVERSIBLE ERROR WHEN IT FAILED TO PRONOUNCE THAT SILVERIA FLORES WHO IS NOT A PARTY TO THE CONTRACT OF SALE INVOLVING LOT NO. 5734 COVERED BY OCT NO. 4918-A CANNOT BE LEGALLY COMPELLED BY ALEJANDRA DELFINO THRU AN ACTION FOR REFORMATION OF CONTRACT TO EXECUTE A “CONVEYANCE OF SALE” INVOLVING LOT NO. 4163 COVERED BY OCT NO. 3129-A OWNED AND REGISTERED SOLELY IN THE NAME OF SILVERIA FLORES.

- THE COURT OF APPEALS AND THE TRIAL COURT GROSSLY MISAPPREHENDED THE FACTS WHEN IT RULED THAT THE OBJECT OF THE CONTRACT OF SALE WAS LOT NO. 4163 COVERED BY OCT NO. 3129-A, DESPITE THE UNASSAILABLE FACT THAT THE OBJECT OF THE SETTLEMENT AND SUBJECT OF THE CONTRACT OF SALE WAS LOT NO. 5734 COVERED BY OCT NO. 4918-A.

- THE COURT OF APPEALS AND THE TRIAL COURT GROSSLY MISAPPREHENDED THE FACTS IN NOT UPHOLDING THAT THERE WAS NO MISTAKE IN THE DRAFTING OF THE DOCUMENT AS WELL AS IN THE OBJECT OF THE SETTLEMENT OF ESTATE AND SALE BECAUSE THE DOCUMENT WAS PREPARED BY ATTY. DEOGRACIAS PINILI, THE LAWYER OF ALEJANDRA DELFINO.

- THE COURT OF APPEALS AND THE TRIAL COURT GROSSLY MISAPPREHENDED THE FACTS WHEN IT RULED THAT THE GRANDCHILDREN OF JOSE FLORES ARE OWNERS AND COULD SELL THE ONE-HALF (1/2) PORTION OF LOT NO. 4163 TO ALEJANDRA DELFINO DESPITE THE INCONTROVERTIBLE EVIDENCE THAT LOT NO. 4163 COVERED BY OCT NO. 3129-A IS REGISTERED AND SOLELY OWNED BY SILVERIA FLORES WHO IS PAYING THE REAL PROPERTY TAXES.

- THE COURT OF APPEALS AND THE TRIAL COURT COMMITTED A REVERSIBLE ERROR IN LAW WHEN IT DISREGARDED ARTICLE 1370 OF THE CIVIL CODE OF THE PHILIPPINES AND PERTINENT JURISPRUDENCE RELEVANT TO THIS CASE EVEN IF THE TERMS OF THE SETTLEMENT OF ESTATE AND SALE ARE CLEAR AND LEAVE NO DOUBT ON THE INTENTION OF THE CONTRACTING PARTIES.

- THE COURT OF APPEALS AND THE TRIAL COURT GRAVELY ERRED IN DISREGARDING SETTLED JURISPRUDENCE THAT A PUBLIC DOCUMENT EXECUTED AND ATTESTED THROUGH THE INTERVENTION OF A NOTARY PUBLIC IS EVIDENCE OF THE FACTS IN CLEAR, UNEQUIVOCAL MANNER AND TO CONTRADICT IT THERE MUST BE CLEAR AND CONVINCING EVIDENCE NOT MERELY PREPONDERANT EVIDENCE (GEVERO VS. INTERMEDIATE APPELLATE COURT, G.R. NO. 77029, AUGUST 30, 1990; ZAMBO V. COURT OF APPEALS, 224 SCRA 855; REBULDEDA V. IAC, 155 SCRA 520; CHILIANCHIN V. COQUINCO, 84 PHIL. 714; CENTENERA V. GARCIA PALICIO, 29 PHIL. 470).

- THE COURT OF APPEALS AND THE TRIAL COURT COMMITTED A REVERSIBLE ERROR WHEN IT SUBSTITUTED, REVISED AND MODIFIED THE AGREEMENT OF THE PARTIES DESPITE THE ABSENCE OF FRAUD, MISTAKE, INEQUITABLE CONDUCT OR ACCIDENT.

- THE COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN LAW WHEN IT FAILED TO RULE ON THE ISSUE OF WHETHER THE TRIAL COURT GRAVELY ERRED IN ORDERING THE HEIRS OF SILVERIA FLORES TO PAY ACTUAL AND MORAL DAMAGES AS WELL AS ATTORNEY'S FEES TO THE HEIRS OF ALEJANDRA DELFINO.[11]

After careful consideration, we find the following relevant issues for our resolution: (1) whether or not there is a cause of action for reformation of instrument against Silveria Flores, and consequently the petitioners; (2) whether or not reformation of the subject deed is proper by reason of mistake in designating the correct lot number; and (3) whether or not the heirs of Alejandra Delfino are entitled to actual and moral damages including attorney's fees.

In seeking the reversal of the appellate court's decision, the heirs of Silveria Flores, herein petitioners, ascribe to the appellate court several errors: first, the Court of Appeals committed error in failing to appreciate that there is no cause of action against Silveria as she was never a party to the contract of sale; second, the appellate court erred in giving probative value to the biased testimony of Trinidad Flores to the effect that Lot No. 4163 was subdivided into two, one-half of which is occupied by her and her siblings; and third, the appellate court erred in not considering the fact that Silveria is the only registered owner of Lot 4163. Petitioners submit that the evidence adduced is insufficient to sustain a decision in respondents' favor.

Respondents, for their part, maintain that the present petition is pro forma as it does not raise any new matter worth considering. They also assert that the arguments and issues raised by petitioners have been more than

adequately and exhaustively discussed by the trial court as well as the Court of Appeals.[12]

On the first issue, petitioners contend that there is no cause of action against them and their predecessor-in-interest, Silveria Flores, because she and they were not parties to the contract sought to be reformed.

However, a close perusal of the deed would show that Silveria Flores was a party to the contract. She is not only the seller of the coconut trees worth P15 but she was also one of the heirs entitled to the estate of Venancio and Maxima, one of the heirs of Jose Flores. Her name did not appear as one of the sellers of one-half lot to Alejandra Delfino because she never sold her share. What was sold was the one-half share of Jose Flores, as represented by his heirs. It is also established that it was Silveria Flores herself who delivered the subject lot to the vendee Alejandra Delfino. Said the lower court:

The truth of the matter, is that what the plaintiffs-vendors really intended to sell and what Alejandra Delfino intended to buy, of which both of the parties agreed to be the subject of the transaction, was actually that parcel of land, with two rows of coconut trees as the dividing line, and which lot is known as Lot 4163. This lot, on the western portion, was the very portion which was pointed to and delivered to Alejandra Delfino by the original defendant Silveria Flores and her two children, together with the vendors on January 19, 1956. When the title to the said property was delivered to the notary public, for the preparation of the document of sale, the title that was delivered was for Lot 5734. So, the document, that was executed, was done by reason of mistake, inequitable conduct and accident, because the said document did not express the true and real agreement and intention of the contracting parties. What was made to appear in the said document was the sale of the one-half portion of another lot. Lot 5734, when in truth and in fact, the subject property sold was Lot 4163.[13] (Underscoring and italics supplied.)

Through her actions, Silveria Flores had made the parties to the deed believe that the lot intended to be the object of the contract was the same lot described in the deed. Thus, by mistake or accident, as well as inequitable conduct, neither she nor her successors-in-interest could deny involvement in the transaction that resulted in a deed that now ought to be reformed.

Worth stressing, the existence of a cause of action is not determined by one's involvement in a contract. Participation in a contract is not an element to determine the existence of a cause of action. The rule is that only the allegations in the complaint may properly be considered in ascertaining the existence of a cause of action. Lack of cause of action must appear on the face of the complaint and its existence may be determined only by the allegations of the complaint. Consideration of other facts is proscribed and any attempt to prove extraneous circumstances is not allowed.[14]

The test of sufficiency of the facts found in a complaint as constituting a cause of action is whether or not, admitting the facts alleged, the court can render a valid judgment upon the same in accordance with the prayer in the complaint.[15] An examination of the complaint[16] shows herein respondents, as plaintiffs in the trial court, are entitled to the relief of reformation of instrument if the following factual allegations of respondents are deemed admitted, to wit: (1) that Silveria is a co-owner of Lots No. 5734 and 4163, in different shares; (2) that the heirs of Jose, her co-owner in Lot No. 4163, offered to sell to her their one-half share but she declined for lack of money; (3) that said share was later sold to Alejandra; (4) that Silveria was asked to deliver the title of Lot No. 4163 but instead she delivered the title of Lot No. 5734; (5) that after the sale, Alejandra occupied one-half portion of Lot No. 4163 while Lot No. 5734 was still in the possession of Venancio and the heirs of Maxima and Silveria; (6) that it was only when Alejandra was about to buy the adjacent lot that she realized that what was indicated in the Settlement of Estate and Sale was Lot No. 5734 and not 4163. In sum, we find that the original plaintiffs in the trial court alleged sufficient facts in the complaint that properly constituted a cause of action

against the defendants.

On the second issue, petitioners contend respondents failed to show, specifically, a cause of action for the reformation of the instrument in question. Reformation is that remedy in equity by means of which a written instrument is made or construed so as to express or conform to the real intention of the parties.[17] As provided in Article 1359 of the Civil Code:

Art. 1359. When, there having been a meeting of the minds of the parties to a contract, their true intention is not expressed in the instrument purporting to embody the agreement by reason of mistake, fraud, inequitable conduct or accident, one of the parties may ask for the reformation of the instrument to the end that such true intention may be expressed.

If mistake, fraud, inequitable conduct, or accident has prevented a meeting of the minds of the parties, the proper remedy is not reformation of the instrument but annulment of the contract.

An action for reformation of instrument under this provision of law may prosper only upon the concurrence of the following requisites: (1) there must have been a meeting of the minds of the parties to the contract; (2) the instrument does not express the true intention of the parties; and (3) the failure of the instrument to express the true intention of the parties is due to mistake, fraud, inequitable conduct or accident.[18]

All of these requisites, in our view, are present in this case. There was a meeting of the minds between the parties to the contract but the deed did not express the true intention of the parties due to mistake in the designation of the lot subject of the deed. There is no dispute as to the intention of the parties to sell the land to Alejandra Delfino but there was a mistake as to the designation of the lot intended to be sold as stated in the Settlement of Estate and Sale.

While intentions involve a state of mind which may sometimes be difficult to decipher, subsequent and contemporaneous acts of the parties as well as the evidentiary facts as proved and admitted can be reflective of one's intention. The totality of the evidence clearly indicates that what was intended to be sold to Alejandra Delfino was Lot 4163 and not Lot 5734. As found by both courts below, there are enough bases to support such conclusion. We particularly note that one of the stipulated facts during the pre-trial is that one-half of Lot 4163 is in the possession of plaintiff Alejandra Delfino "since 1956 up to the present." [19] Now, why would Alejandra occupy and possess one-half of said lot if it was not the parcel of land which was the object of the sale to her? Besides, as found by the Court of Appeals, if it were true that Silveria Flores was the sole owner of Lot 4163, then she should have objected when Alejandra Delfino took possession of one-half thereof immediately after the sale. Additionally, we find no cogent reason to depart from the conclusion of both the Court of Appeals and the trial court, based on the evidence on record, that Silveria Flores owns only one-half of Lot 4163. The other half belongs to her brother Jose, represented now by his grandchildren successors-in-interest. As such, the latter could rightfully sell the land to Alejandra Delfino.

Furthermore, on record, it has been shown that a spot investigation conducted by a duly licensed surveyor revealed that Lot 4163 is subdivided into two portions, one belonging to Silveria Flores and the other to the heirs of Jose Flores.[20] As found by the trial court, if indeed it was Lot 5734 that was sold, then Silveria Flores was occupying more than her share of the inherited lot. Thus:

x x x That, with respect to Lot No. 5734 and Lot No. 4292, in an on-the-spot investigation, made by a licensed surveyor, Mr. Rilthe Dorado, his findings thereon show that Silveria Flores is in possession on the western portion of Lot 5734, with an area of more than one-half and, to be exact, with an area of 2,462, in spite of the fact that she is the registered owner only of a one-third (1/3) share; and admitting, for the sake of argument, that it was the one-half portion, of Lot 5734, that was sold, why should Silveria Flores possess more than 2,190

square meters, which is the 1/2 of Lot 5734, Isabel Flores, the daughter of Venancio Flores is possessing the middle portion, with an area of only 884 square meters; and Trinidad Flores Nodado, in representation of her aunt, Maxima Flores, is possessing an area of 1,034 sq. m.[21]

As a matter of fact, the trial court also found that in spite of her title over Lot 4163, Silveria recognized the right of Jose's grandchildren over one-half portion of the property.[22] The trial court gave credence to the testimony of Trinidad Flores, one of the grandchildren, who testified as follows:

Q:

During the lifetime of Jose and Silveria when they were possessing Lot 4163, did they subdivide it because they were possessing it in common?

A:

They subdivided it into two halves.

x x x

Q:

And after Jose and Silveria subdivided Lot 4163, they possessed their respective shares of Lot 4163?

A:

Yes.

x x x

Q:

Now you said that you are the heirs of Jose and Roman Flores (father and son) and so when they died this portion of Lot 4163 devolved on you, did you ever take possession of Lot 4163?

A:

Yes, we, the brothers and sisters immediately took possession of it.[23]

On cross-examination, Trinidad sufficiently explained why the title to Lot No. 4163 is in the name of Silveria Flores alone. Thus:

Q:

Now, this Lot No. 4163, do you know if this lot is also titled?

A:

Yes, it was titled, only in the name of Silveria Flores because my aunt was not able to go with her; only my

aunt was alone at that time.[24]

X X X

Q:

And as you have stated earlier, that what you are intending to sell was Lot 4163 to plaintiff Alejandra Delfino, and during this time that you sold this intended lot 4163, you were not aware this particular lot 4163 was titled exclusively in the name of Silveria Flores, is that correct?

A:

I knew already that the said lot was already titled, but it was titled only in the name of Silveria Flores because she was the only one who went there to have it titled in her name. And at the time of the sale of the lot, we demanded for the title from Silveria Flores, and what she delivered was the 5734 (sic).[25]

Petitioners now claim that the foregoing testimony of Trinidad Flores was biased. But we note that the appellate court sustained the trial court's reliance on her testimony, which both found to be credible. As consistently held, factual findings of the trial court, especially when affirmed by the appellate court, are binding upon this Court[26] and entitled to utmost respect.[27] Considering these findings, we see no reason to disturb the trial court's finding, affirmed by the Court of Appeals, that the object of the contract of sale, as intended and understood by the parties, was Lot 4163 covered by OCT 3129-A which Alejandra, and now her heirs, have been occupying. The designation of the lot in the deed of sale as Lot 5734, covered by OCT 4918-A, was a mistake in the preparation of the document. Thus, we concur in the conclusion reached by the courts a quo that reformation of the instrument is proper.

However, on the matter of damages, the award of actual damages in the amount of P5,000 lacks evidentiary support. Actual damages if not supported by the evidence on record cannot be granted.[28] Moral damages for P10,000 was also improperly awarded, absent a specific finding and pronouncement from the trial court that petitioners acted in bad faith or with malice. However, the award of attorney's fees for P2,000 is justified under Article 2208(2) of the Civil Code,[29] in view of the trial court's finding that the unjustified refusal of petitioners to reform or to correct the document of sale compelled respondents to litigate to protect their interest.

WHEREFORE, the decision of the Court of Appeals in CA-G.R. CV No. 39401 is AFFIRMED with MODIFICATION. It is hereby ordered that the document entitled Settlement of Estate and Sale be reformed by changing the phrase "Lot 5734" to "Lot 4163" found in the sixth paragraph of the deed, thereby ceding in favor of respondents one-half portion of Lot 4163 instead of Lot 5734. The award to respondents of attorney's fees in the amount of P2,000 is affirmed. However, the award of actual damages in the amount of P5,000 and of moral damages in the amount of P10,000 are both SET ASIDE. No pronouncement as to costs.

SO ORDERED.

Bellosillo, (Acting C.J.), (Chairman), Mendoza, De Leon, Jr., and Corona, JJ., concur.

[1] CA Rollo, pp. 89-97.

- [2] Records, pp. 403-430.
- [3] CA Rollo, p. 118.
- [4] Father of Isabel, Juan and Hilario.
- [5] Grandfather of Trinidad, Luisa, Ruperto and Tomasa. The latter are the children of Roman, one of the sons of Jose.
- [6] Id. at 55-56.
- [7] G.R. No. L-22487, 28 SCRA 231 (1969).
- [8] Rollo, pp. 127-128.
- [9] Id. at 17.
- [10] Id. at 101.
- [11] Id. at 44-46.
- [12] Id. at 138.
- [13] Id. at 129-130.
- [14] Viewmaster Construction Corporation vs. Roxas, et al., G.R. No. 133576, 335 SCRA 540, 546 (2000).
- [15] Ibid.
- [16] Records, pp. 13-21.
- [17] The National Irrigation Administration, etc. vs. Gamit, et al., G.R. No. 85869, 215 SCRA 436, 454 (1992), citing Conde, et al. vs. Cuenca, et al., G.R. No. L-9405, 99 Phil. 1056 (1956).
- [18] Huibonhoa vs. CA, et al., G.R. Nos. 95897 & 102604, 320 SCRA 625, 647 (1999), citing NIA vs. Gamit, supra, note 17 at 451.
- [19] Rollo, p. 110.
- [20] Id. at 119.
- [21] Ibid.
- [22] Id. at 120.
- [23] Id. at 100.
- [24] TSN, January 9, 1991, p. 9.
- [25] Id. at 13.
- [26] Lorenzana vs. People, G.R. No. 138666, March 1, 2001, pp. 1 & 9.
- [27] Ong vs. Court of Appeals, et al., G.R. No. 95386, 272 SCRA 725, 730, (1997).
- [28] Fuentes, Jr. vs. Court of Appeals, et al., G.R. No. 111692, 253 SCRA 430, 439 (1996).
- [29] Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x

(2)

When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;

x x x.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.