

JOSE SANTA ANA, JR. AND LOURDES STO. DOMINGO, PETITIONERS, VS. ROSA HERNANDEZ, RESPONDENT.

G.R. No. 16394. December 17, 1966

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

Appeal from the decision of the Court of Appeals in its Case CA-G. R. No. 20582-R, in effect reversing the decision of the Court of First Instance of Bulacan in its Civil Case No. 1036.

The petitioners herein, spouses Jose Santa Ana, Jr. and Lourdes Sto. Domingo, owned a 115,850-square meter parcel of land situated in barrio Balasing, Sta. Maria, Bulacan, and covered by Transfer Certificate of Title No. T-3598. On 28 May 1954, they sold two (2) separate portions of the land for P11,000.00 to the herein respondent Rosa Hernandez. These portions were described in the deed of sale as follows:

"Bahaguing nasa gawing Hilagaan. Humahanga sa Hilaga, kina Maria Perez, at Aurelio Perez; sa Timugan, sa lupang kasanib; sa Silanganan, kay Mariano Flores at Emilio Ignacio; sa Kanluran, kay Cornelio Ignacio; Mayroong (12,500), m.c. humiguit kumulang."

"Bahaguing nasa gawing Silanganan. Humahanga sa Hilagaan, sa kay Rosa Hernandez; sa Silanganan, kay Domingo Hernandez at Antonio Hernandez; sa Timugan, sa Sta. Maria-Tigbi Road; at sa Kanluran, sa lupang kasanib (Jose Sta. Ana, Jr.), mayroong (26,500) metros cuadrados, humiguit kumulang."

After the sale (there were two other previous sales to different vendees of other portions of the land), the petitioners-spouses caused the preparation of a subdivision plan of the entire land by a surveyor, whose subdivision plan, Psd-43187, was approved on 13 January 1955 by the Director of Lands. Rosa Hernandez, however, unlike the previous vendees, did not conform to the plan and refused to execute an agreement of subdivision and partition for registration with the Register of Deeds of Bulacan; and she, likewise, refused to vacate the areas that she had occupied. Instead, she caused the preparation of a different subdivision plan, which was approved by the Director of Lands on 24 February 1955. This plan, Psd-42844, tallied with the areas that the defendant, Rosa Hernandez, had actually occupied.

On 28 February 1955, herein petitioners-spouses filed suit against respondent Rosa Hernandez in the Court of First Instance of Bulacan, claiming that said defendant was occupying an excess of 17,000 square meters in area of what she had bought from them. Defendant Rosa Hernandez, on the other hand, claimed that the alleged excess was part of the areas that she bought. The trial court observed:

"The only question, therefore, to be determined by the Court is whether or not the plaintiffs had sold two portions without clear boundaries but with exact areas (12,500 sq.m. and 26,000 sq. m.) at the rate of P0.29 per square meter or, as defendant Rosa Hernandez claimed, two portions, the areas of which were not definite but which were well defined on the land and with definite boundaries and sold for the lump sum of P11,000.00."

Finding for the plaintiffs, the said court ordered the defendant, among other things, to vacate "the excess portions actually occupied by her and to confine her occupation only to Lots 4-a and 4-b as shown in the plan. Exhibit E,

of the plaintiffs x x x ", referring to Psd-43187.

Not satisfied with the judgment, defendant Hernandez appealed to the Court of Appeals.

The Court of Appeals dismissed the complaint and declared Rosa Hernandez the owner of lots 4-a and 4-b in her plan, Psd-42844, upon the following findings:

"The contract between appellees and appellant (Exhibit D) provided for the sale of two separate portions of the same land for the single consideration of P11,000.00. Appellee Jose Santa Ana, Jr. said the transaction was by a unit of measure or per square meter, and that although the actual total purchase price of the two parcels of land was P11,300.00 at P0.29 per square meter the parties agreed to the sale at the reduced price of P11,000.00. The appellant denied this claim of appellees. Gonzalo V. Ignacio, the notarial officer before whom the contract of sale was executed, failed to corroborate Sta. Ana upon this point. Upon the contrary, Ignacio testified that appellant complained to him and the appellees to the effect that the areas stated in the contract were less than the actual areas of the parcels of land being sold and here we quote the notarial officer's own words:

'That the area stated in the document will not be the one to prevail but the one to prevail is the boundary of the land which you already know.' (p. 74, Innocencio).

"Sta. Ana is the nephew of the appellant, and the former's assurance probably appeased the latter against insisting in the correction of the areas stated in the contract of sale.

"Two witnesses testified for the appellant. Jesus Policarpio divulged that the same parcels of land involved in this case were previously offered to him by the appellees for the single purchase price of P12,000.00. Julio Hernandez stated that his sister, the herein appellant, had offered P10,000.00 as against the appellees' price of P12,000.00, and that he was able to persuade the parties to meet halfway on the price. Furthermore, the previous conveyances made by the appellees for other portions of the same property (Exhibits B and C) are also for lump sums.

"The difference in area of 17,000 square meters is about one-half of the total area of the two parcels of land stated in the document, but not for this alone may we infer gross mistake on the part of appellees. The appellees admit the lands in question were separated from the rest of their property by a long and continuous 'pilapil' or dike, and there is convincing proof to show that the bigger lot (Lot 4-a) was wholly tenanted for appellees by Ciriaco Nicolas and Santiago Castillo and the smaller lot (Lot 4-B) was wholly tenanted for said appellees by Gregorio Gatchalian. These facts support the theory that the two parcels of land sold to the appellant were identified by the conspicuous boundaries and the extent or area each tenant used to till for the vendors. Again, appellees should not be heard to complain about the deficiency in the area because as registered owners and possessors of the entire land since 1949 they can rightly be presumed to have acquired a good estimate of the value and areas of the portions they subsequently sold."

The Appeals Court concluded by applying to the case article 1542 of the new Civil Code:

"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 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."

and declared Rosa Hernandez the owner of the whole of lots 4-a and 4-b of her own subdivision Plan Psd-42844, notwithstanding their increased area as compared to that specified in the deed of sale.

In turn, the Sta. Ana spouses appealed to this Court, assigning the following errors:

"The Court of Appeals committed a grave error of law when it departed from the accepted and usual course of Judicial proceedings, by disturbing the findings of fact of the trial court, made upon conflicting testimonies of the witnesses for the plaintiffs, now the petitioners, and the defendant, now the respondent, Rosa Hernandez.

"The Court of Appeals committed a grave error of law when it held that the deed of sale, Exhibit D, was for a lump sum, despite the fact that the boundaries given therein were not sufficiently certain and the boundaries indicated did not clearly Identify the land, thereby erroneously deciding a question of substance in a way not in accord with law and the applicable decisions of this Honorable Court."

On the face of the foregoing assignments of error and the petitioners' discussions thereabout, their position can be summarized as follows: that the Court of Appeals erred in substituting its own findings of fact for that of the trial court's, without strong and cogent reasons for the substitution, contrary to the rule that appellate courts shall not disturb the findings of fact of trial courts in the absence of such strong and cogent reasons; and that Article 1542 of the Civil Code of the Philippines does not apply, allegedly because the boundaries, as shown in the deed of sale, are not definite.

In the first assignment of error, the petitioner spouses complain against the failure of the Court of Appeals to accept the findings of fact made by the Court of First Instance. The credibility of witnesses and the weighing of conflicting evidence are matters within the exclusive authority of the Court of Appeals, and it is not necessarily bound by the conclusions of the trial court. Both the Judiciary Act (R. A. 296, section 29) and the Rules of Court (Rule 45, section 2) only allow a review of decisions of the Court of Appeals on questions of law; and numerous decisions of this Court have invariably and repeatedly held that findings of fact by the Court of Appeals are conclusive and not reviewable by the Supreme Court (*Galang vs. Court of Appeals*, L-17248, 29 January 1962; *Fonacier vs. Court of Appeals*, 96 Phil. 418, 421; and cases therein cited; *Onglengco vs. Ozaeta*, 70 Phil. 43; *Nazareno vs. Magwagi*, 71 Phil. 101). Barring, therefore, a showing that the findings complained of are totally devoid of support in the record, or that they are so glaringly erroneous as to constitute serious abuse of discretion, such findings must stand, for this Court is not expected or required to examine and contrast the oral and documentary evidence submitted by the parties. As pointed out by former Chief Justice Moran in his Comments on the Rules of Court (1963 Ed., Vol. 2, p. 412), the law creating the Court of Appeals was intended mainly to take away from the Supreme Court the work of examining the evidence, and confine its task for the determination of questions which do not call for the reading and study of transcripts containing the testimony of witnesses.

The first assignment of error must, therefore, be overruled. We now turn to the second.

Despite the incontestable fact that the deed of sale in favor of Rosa Hernandez recites a price in a lump sum P11,000.00) for both lots (Annex "C", Complaint, Rec. on App., p. 21), appellants insist that the recited area should be taken as controlling. They combat the application of Article 1542 of the Civil Code, on the ground that the boundaries given in the deed are indefinite. They point out that the southern boundary of the small parcel is merely given as "lupang Kasanib" and that the same occurs with the western boundary of the bigger lot, which is recited as "lupang kasanib (Jose Sta. Ana, Jr.)" The Court of Appeals, however, found as a fact that—

"the two parcels of land sold to appellant (i.e., appellee herein, Rosa Hernandez) were identified by the conspicuous boundaries." (Italics supplied)

consisting in a long and continuous pilapil or dike that separated the lands in question from the rest of the property. On the basis of such findings, that can not be questioned at this stage, for reasons already shown, it is

unquestionable that the sale made was of a definite and identified tract, a corpus certum, that obligated the vendors to deliver to the buyer all the land within the boundaries, irrespective of whether its real area should be greater or smaller than what is recited in the deed (Goyena, vs. Tambunting, 1 Phil. 490; Teran vs. Villanueva, 56 Phil. 677; Azarraga vs. Gay, 52 Phil. 599; Mondragon vs. Santos, 87 Phil. 471). And this is particularly true where, as in the case now before this Court, the area given is qualified to be approximate only "humigit kumulang", i.e., more or less, Rec. on App., p. 22).

To hold the buyer to no more than the area recited on the deed, it must be made clear therein that the sale was made by unit of measure at a definite price for each unit.

"If the defendant intended to buy by the meter he should have so stated in the contract" (Goyena vs. Tambunting, supra).

The ruling of the Supreme Court of Spain, in construing Article 1471 of the Spanish Civil Code (copied verbatim in our Article 1542) is highly persuasive that as between the absence of a recital of a given price per unit of measurement, and the specification of the total area sold, the former must prevail and determines the applicability of the norms concerning sales for a lump sum.

"La venta a cuerpo cierto indudablemente se verifica cuando en el contrato no solo no es precisado el precio singular por unidad de medida, sino que tampoco son indicadas las dimensiones globales del inmueble, pero tambien se verifica cuando aun no habiendo sido indicado un precio singular por unidad de medida, sin embargo es especificada la dimension total del inmueble, en cuyo ultimo caso entre los dos Indices en contraste, constituido uno [por] la falta de un precio singular por unidad de medida, y otro por la concrecion de las dimensiones globales del inmueble, la Ley da prevalencia al primero, y presume que aquella individualizacion no habla tenido para las partes valor esencial, que solo constitula una superabundancia, y no significa que las partes hayan convenido aquel precio global solo en cuanto el inmueble tuviese efectivamente aquellas dimensiones totales, siendo de estimar que esta es una presuncion absoluta, contra la cual ni el comprador ni el vendedor pueden articular prueba contraria.

Por tanto, ni el comprador ni el vendedor pueden pretender una disminucion o, respectivamente un suplemento de precio, cuando las dimensiones globales del inmueble resulten de spues may ores o menores de las indicadas en el contrato, aunque aduzcan que solo en tanto han convenido en aquel precio en cuanto creian que las dimensiones de la cosa fueran las precisadas en el contrato." (Tribunal Supremo de España, Sent. de 26 Junio 1956; Rep. Jurisp. Aranzadi, 2.729) (Italics supplied)

The Civil Code's rule as to sales "a cuerpo cierto" was not modified by Act 496, section 58, prohibiting the Issuance of a certificate of title to a grantee of part of a registered tract until a subdivision plan and technical description are duly approved by the Director of Lands, and authorizing only the entry of a memorandum on the grantor's certificate of title in default of such plan. The latter provision is purely a procedural directive to Registers of Deeds that does not attempt to govern the rights of vendor and vendee inter se, that remain controlled by the Civil Code of the Philippines. It does not even bar the registration of the contract itself to bind the land.

WHEREFORE, the decision of the Court of Appeals, in its case No. 20582-R, is hereby affirmed. Costs against the appellants, Jose Santa Ana, Jr. and Lourdes Sto. Domingo.

Concepcion, C.J., Barrera, Dizon, Regala, Makalintal, Bengzon, J.P., Zaldivar and Sanchez, JJ., concur.

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