

**MATEO C. SANCHEZ, APPLICANT AND APPELLEE, VS. THE
DIRECTOR OF LANDS, THE DIRECTOR OF FORESTRY,
MARTINAARIZALETA ET AL., OPPOSITORS. THE DIRECTOR OF
LANDS, APPELLANT.**

G. R. No. 43094. August 31, 1936

Ponente: LAUREL, J.

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LAUREL, J.:

On January 9, 1932, Mateo C. Sanchez filed with the Court of First Instance of Masbate an application for the registration of three parcels of land situated in the barrio of Uson, municipality of Dimasalang, Province of Masbate, described in the plan (Exhibit A) and in the technical description (Exhibit A-1) attached to the application. The application was opposed by the Director of Lands on the ground that the said parcels of land are public lands and that the petitioner does not possess any title fit for registration ; by the Director of Forestry on the ground that portions thereof are public forests; and by Martina Arizaleta and Jose, Isidro and Francisco Moraza who claimed lot No. 1 indicated in the plan. The oppositions filed by the last-named persons and by the Director of Forestry were later on withdrawn.

On October 8, 1934, the trial court rendered a decision overruling the opposition of the Director of Lands and ordering the registration of the three parcels of land in question in favor of the conjugal partnership of Mateo C. Sanchez and Friscila Zamora subject to a right of way indicated by the red line in Exhibit 1 of the Bureau of Forestry.

On December 12, 1934, the provincial fiscal of Masbate, on behalf of the Director of Lands and the Director of Forestry, filed a motion for new trial on the ground that the decision of the trial court was contrary to law and the weight of the evidence, which motion was set for hearing on December 22, 1934. On December 15, 1934, prior to the date set for the hearing of the motion for new trial, the provincial fiscal of Masbate, on behalf of the Director of Lands and the Director of Forestry, filed the bill of exceptions in this case which was approved by the trial court on January 7, 1935.

It is admitted by the appellant Director of Lands that the provincial fiscal of Masbate who represented him, filed the bill of exceptions while the motion for new trial was still pending resolution by the trial court. The presentation of the bill of exceptions prior to the resolution of a motion for new trial has the effect of withdrawing such motion for new trial. (Conspecto vs. Fruto [1915], 31 Phil., 144, 147, cited with approval in Dimaliwat vs. Dimaliwat [1931], 55 Phil., 673, 679; Heirs of Advincula w. Imperial [1932], 56 Phil., 837; Laxamana vs. Carlos [1932], 57 Phil., 722, 725, 726.) The fact that the case before us is one of registration is immaterial because the rule with reference to the order of filing the motion for new trial, exception, appeal and bill of exceptions is the same in ordinary civil actions and in registration proceedings. (Laxamana vs. Carlos, *supra*, citing sec. 14, Act No. 496, as amended by Act No. 1108, and Director of Lands vs. Court of First Instance of Tarlac [1928], 51 Phil., 805.) It is well-settled that in order that the evidence adduced before the trial court may be reviewed by this court

it is necessary, under section 497, subsection 2, of the Code of Civil Procedure, (a) that the excepting party file in the trial court a motion for new trial on the ground that the evidence was insufficient to justify the decision; (b) that the said motion be overruled by the trial judge; and (c) that due exception be taken to the overruling of the motion. (See *Lopez vs. Orozco* [1908], 11 Phil., 53, 54; *De la Rama vs. De la Rama* [1906], 201 U. S., 303; 11 Phil., 746, 751; *Lazarte vs. Nolan* [1921], 42 Phil., 563, 566, citing *Singayan vs. Mabborang* [1908], 10 Phil., 601, *Sandeliz vs. Reyes* [1909], 12 Phil., 506, *Buencamino vs. Soriano* [1915], 29 Phil., 230, and *Layda vs. Legazpi* [1918], 39 Phil., 83; *Granados and Granados vs. Bandelaria* [1923], 45 Phil., 505, 507-509 and cases cited; *Dais vs. Torres and Ibañez* [1933], 57 Phil., 897, 904.) It has also been held that the motion and exception should be incorporated in the bill of exceptions (*Rubert and Guamis vs. Luengo and Martinez* [1907], 8 Phil., 732) and that in his brief the appellant should assign errors raising questions of fact (*Granados and Granados vs. Bandelaria*, supra; *Dais vs. Torres and Ibanez*, supra; *Enriquez vs. Enriquez* [1907], 8 Phil., 565, 566; *Capellania de Tambobong vs. Antonio* [1907], 8 Phil., 683, 684; *Paterno vs. City of Manila* [1910], 17 Phil., 26-29; *Santiago vs. Felix* [1913], 24 Phil., 378, 383, 384) and cite the pages of the record where evidence relied upon may be found. (*Palarca vs. Baguisi* [1918], 38 Phil., 177, 178.) We are, therefore, constrained to accept the findings of fact made by the trial judge.

Even accepting, however, the facts found by the trial judge, we do not feel justified in granting to the applicant, Mateo C. Sanchez, more land than what his title calls for.

The findings of fact of the lower court are contained in the following paragraph of its decision:

"Se ha demostrado po las pruebas de solicitante, a satisfaccion del Juzgado, que desde el año 1886 Juan Perez de Tagle estaba en posesion de los tres lotes de terreno cuyo registro se solicita, y desde al año 1889 hasta 1894 se han tomado los pasos por el mismo para adquirir dichos terrenos po compra del Estado, habiendo sido dichas parcelas medidas y tasadas por la inspeccion General de Montes (exhibits B y B-1); que en 1896, dichos tres lotes de terreno, que forman una sola parcela, fueron vendidos por Juan Perez de Tagle a favor de Dolores Ramirez; que a la muerte esta, ocurrida en 1904, le heredo y le sucedio en la posesion su hija Remedios Medina, quien, a su vez, en 120 de Abril de 1917 lo vendio, con consentimiento de su esposo, el testigo Antero Zafra, a favor de Jose Y. de Egurola (Exhibit C), y este a su vez, en 10 de septiembre de 1921, lo traspaso en venta a favor del aqui solicitante Mateo C. Sanchez y que tanto la posesion de este asi como la de sus antecesores sobre el terreno en cuestion, ha sido siempre quita, publica, continuada y adversa y en concepto de dueno, habiendolo dedicado desde entonces hasta ahora para pasto de ganados."

Exhibit B-1 is entitled "expediente general referente a la enajenacion en publica subasta de terreno situado en la jurisdiccion del Pueblo de Uson (Masbate y Ticao) promovido por D. Juan Perez de Tagle" and adjudicated on May 13, 1894 to the applicant Tagle "el terreno de referenda radica en el Sitio de Bagsulan jurisdiccion de dicho pueblo y distrito dista unos veinte kilometros de la Yglesia del pueblo y fuera de la que por la principal se considera como legua comunal, sus lmites son: al norte, este, sur y oeste con terrenos del Estado cuya superficie es de Ciento treinta y una hectareas y mil treseientos metro cuadrados tasados a tres pesos cincuenta centimos la hectarea," for 458.88.

Mateo C. Sanchez, however, seeks the judicial confirmation of a title to 1,107 hectares, 91 ares and 70 centares of public land. Why is there a difference of 976 hectares, 78 ares and 70 centares between the area stated in the grant and that stated in the application? In his brief, the applicant accounts for this gross discrepancy by stating that "surveys made during the Spanish regime were in most cases imperfect and inaccurate, because of lack of proper means and scientific instruments", so that, in his opinion, the area of 131 hectares and 13 ares stated in Exhibit B-1 "can not be exact"

We are not inclined to hold that the area stated in Exhibit B-1 is erroneous. In accordance with the Royal Decree of June 25, 1880 (published in the *Gazeta de Manila* on September 8, 1880), said to have marked the beginning of

modern Spanish land legislation in the Philippines (Vargas & Manalac, Philippine Land Registration Law, pp. 11-14), the "Decreto del Gobierno General de 20 de agosto de 1880" was promulgated providing, among other things, that no title could be issued without a correct survey of the land covered thereby being first made and without the corresponding plan thereof showing the correct boundaries and areas or, to use the very language of the decree, "con exactitud (de) la cabida y linderos." For a better understanding of the said decree, we shall quote its pertinent provisions:

"Considerando que la demanda de terrenos baldios realengos y de composiciones de tierras cultivadas, aumenta diariamente en proporci0n considerable, haciendo cada vez mas imposible que los empleados de Montes puedan desempeñar el servicio de medic6n y tasacion, con la brevedad conveniente.

"Considerando que es de sumo interes facilitar todo lo posible el establecimiento de la verdadera propiedad rural, este Gobierno General viene en decretar lo siguiente:

- ° La clasificaci0n de los terrenos realengos que los particulares deseen adquirir por compra o composici0n, se hara siempre por los empleados facultativos de Montes, los cuales previo reconocimiento si fuere necesario, o con omisi0n del mismo si tuviese ya conocimiento detallado de la localidad en que el terreno denunciado radique, determinaron si por razones cosmoltfgicas, hidroldgicas o de aptitud para el cultivo agrario permanente, debe o no accederse a la enajenaci0n.
- ° Los interesados presentarn un croqids del terreno levantado a su costa por un agrimensor, debiendo hacer constar en aquil con exactitud la cabida y linderos.
- ° A las operaciones de medicion asistirán el gobernadorcillo o un teniente de justicia y dos principals, extendioidose un acta firmada por todos los concurrentes en que conste la distancia del predio a la iglesia del pueblo, si el terreno esta o no baldfo en todo o en parte, si contiene o no arbolado maderable y de que clase, quignes son los poseedores de las roturaciones en caso de haberlas, la cabida de cada una de estas y si se han presentado o no reclamaciones antes de la operaci0n o durante la misma, a cuyo efecto se anunciara por bandillo, durante tres dfas consecutivos, aqu en que las operaciones hayan de ejecutarse, constando dicha publication en el acta.
- ° Los gobernadorcillos no podran negar el concurso de la comisi0n antes indicada, a los particulares que lo soliciten quedando de lo contrario incursos en la multa que en cada caso se determine." (Berriz, Guia del Comprador de Terrenos, pp. 336-338.) (Underscoring ours.)

It is to be presumed that in the grant (Exhibit B-1) the requirements of the law above- quoted have been followed. (Sec. 334, pars. 14 and 31, Code of Civil Procedure.) The area of the land sold to Juan Perez de Tagle as stated should, therefore, be accepted as true.

The applicant also cites the cases of Escudero and Marasigan vs. Director of Lands ([1922], 44 Phil., 83) and Smith, Bell & Co. vs. Director of Lands ([1924], 50 Phil., 879,882), as authority for the proposition that the area given is not the principal element for the identification of land. The applicant, indeed, could have cited many more cases holding that what really defines a piece of land is not the area mentioned in its description but rather the boundaries therein laid down. As stated in the case of Loyola vs. Bartolome ([1919], 39 Phil., 544, 550): "It is not of vital consequence that a deed or contract for the sale of land should declare the area with mathematical accuracy. It is sufficient if its extent is objectively indicated with sufficient precision to enable one to identify it; and where the boundaries given are adequate for this purpose, an error as to the superficial area is immaterial." (See also Government of the Philippine Islands vs. Franco [1926], 49 Phil., 328, 329; Prieto vs. Director of Lands [1926], 50 Phil., 971-973; Government of the Philippine Islands vs. Abaja [1928], 52 Phil., 261, 265.) But a careful review of the applicable cases will show that it is only when the boundaries given are sufficiently certain and the identity of the land clearly proved by the boundaries thus indicated that an erroneous statement

concerning the area can be disregarded or ignored. Otherwise, the area stated is followed. A few illustrative cases will be given.

In the case of *Pamintuan vs. Insular Government* ([1907], 8 Phil., 512, 515), it appears that the Spanish Government made a grant of 92 hectares and 10 ares of public land to the ancestors of the petitioner. The petitioner, however, claimed in his application 626 hectares, 38 ares and 95 centiares of land. This court said:

"While the proposition of law laid down by the court below may be true to the effect that natural boundaries will prevail over area, yet when the land sought to be registered is almost seven times as much as that described in the deed, the evidence as to natural boundaries must be very clear and convincing before that rule can be applied. No such evidence was given in this case, and the judgment of the court below can not stand."

For a quite similar reason, in the case of *Paras vs. Insular Government* ([1908], 11 Phil., 378), the petitioner failed in his attempt to prove his ownership of 67 hectares of land by presenting a patent from the Spanish Government for 43 hectares, and in the case of *Carrillo vs. Insular Government* ([1908], 11 Phil., 379), the petitioner failed in his attempt to prove his ownership of 107 hectares of land by presenting a patent from the Spanish Government for 26 hectares.

In the case of *Waldroop vs. Castaneda* ([1913], 25 Phil., 50, 56), it appears that the Spanish Government conveyed to Hilario Castaneda 23 hectares, 11 ares and 12 centiares of public land. This parcel of land was later on conveyed to the petitioners. Due to the absence of proof that the land which Hilario Castaneda had obtained from the Government had natural boundaries sufficient to clearly segregate it from the adjoining lands, it was held that the only land to which the petitioners were entitled was the land which Hilario Castaneda had obtained from the Spanish Government. In this case, the following doctrine was laid down by this court:

"In order that natural boundaries of land may be accepted for the purpose of varying the extent of the land included in a deed of conveyance, the evidence as to such natural boundaries must be clear and convincing. Such natural boundaries must be of such a character as to definitely and accurately segregate the land in question from the adjoining property. There must be no doubt left that the land included within the natural boundaries is the same land which was intended to be sold by the deed of conveyance." (See also *Sales vs. Director of Lands*, 61 Phil., 759.)

As already indicated above, the boundaries of the land purchased by Juan Perez de Tagle from the Spanish Government in 1894 were as follows: "Al norte, este, sur y oeste con terrenos del Estado." (Exhibit B-1.) Nothing can be more uncertain and indefinite!

It should be observed in this connection that the Royal Decrees in force at the time of the acquisition by Juan Perez de Tagle did not recognize any grant of public land in excess of one thousand hectares. (See *Valdez vs. Director of Lands*, 62 Phil., 362.)

The Royal Decree of November 25, 1880 provides:

"Considerando que la naturaleza e importancia del asunto aconsejan adoptar algunas precauciones para evitar ciertos abusos de trascendencia, que al amparo de disposiciones transitorias pudieran cometerse, y que redundarían en perjuicio del Tesoro público y de los particulares que se dedican a cultivar y no a especular con la venta a otros, de los terrenos que se les conceden; Considerando por último que deben exigirse por el Estado ciertas garantías para aceptar las mediciones y tasaciones que practiquen los agrimensores particulares en terrenos que son de su pertinencia; S. M. el Rey (q. D. g.) ha tenido a bien aprobar el decreto de ese Gobierno General de 28 de agosto último con las modificaciones siguientes:

" 1.º La extensión de los terrenos a los cuales se refiere dicho decreto, no podrá exceder de la hectáreas para los terrenos de secano; quinientas para los de igual clase poblados de arbolado maderable, y ciento para los

clasificados en el artículo 6.º del mismo decreto con la frase "que a poca costa puedan hacerse de regadío". *

The Royal Decree of October 26, 1881, repeats the same restriction in more vigorous terms:

"Es asimismo preciso, que para favorecer la division de la propiedad territorial y el fomento del cultivo intensivo y el de las producciones como el tabaco, la caña de azúcar, el café y otros semejantes, que se atiende con más interés a las solicitudes en demanda de pequeñas extensiones de terreno para dedicarlos a los cultivos citados, que a las que no se hallen en ese caso y se comprenda que no solo no han de ponerse desde luego en condiciones de producción, sino que lo que busca es acaparar los mejores terrenos para poderse después lucrar con su venta.—En su consecuencia . S. M. el Rey (q. D. g.) ha tenido a bien disponer lo siguiente:

" 1.º Que a fin de favorecer la division de la propiedad, en las ventas de terrenos se tenga en cuenta lo prevenido en el párrafo 1.º de la Real Orden de 25 de noviembre de 1880, para que no se verifique ninguna concesión que exceda de mil hectáreas en terrenos de secano, de quinientas cuando estén poblados de arbolado y de ciento cuando sean tierras que a poca costa puedan hacerse de regadío." It should also be observed that the amount of permissible error in the measurement of public lands was only five per cent of the total area. (Royal Decree of January 19, 1883, article 27.)

There is still another point which weighs heavily against the claims of the applicant. It appears that Juan Perez de Tagle contracted with the Spanish Government for the sale of the parcel of land in question at a fixed price per unit of measure or at P3.50 per hectare, to be exact. There can be no mistake as to the intention of the parties, no doubt as to the area conveyed by the Government to Tagle. And if Tagle bought 131 hectares and 13 ares of land paying the sum of P3.50 per hectare, it is not seen why the same land having been conveyed to the applicant, the latter should now be allowed to claim a bigger tract of land. This would be unfair to the State.

Under the laws in force at the time the purchase by Tagle was made, lands of the public domain were sold only by unit of measure, that is to say, at a fixed price per hectare or per quinon, and not in the mass (*cuerpos ciertos*). (See *Valdez vs. Director of Lands*, 62 Phil., 362.)

Articles X469 and 1470 of the Spanish Civil Code embody a rule of construction which has been followed, according to *Manresa*, by the Spanish Government in the sale of public lands. Article 1469, in part, provides:

"If a sale of real property should be made with a statement of its area, at a certain price for each unit of measure or number, the vendor shall be obliged to deliver to the vendee, if the latter should require it, all that which has been specified in the contract; but should this not be possible, the vendee may choose between a proportional reduction in the price or the rescission of the contract, provided that in the latter case the deficiency be not less than one-tenth of the stated area of the property." And article 1470 provides:

"If in the case mentioned in the next preceding article the area of the realty should be greater than that specified in the contract, the vendee shall be obliged to pay the price of the excess if the greater area should not exceed one-twentieth of that specified in the contract; but should it be more than one-twentieth, the vendee may choose between paying the greater value of the property or withdrawing from the contract."

This court recognized and gave effect to the principle governing the sale of public lands in the case of *Barretto vs. Director of Lands* (G. R. No. 29717, promulgated December 29, 1928, not reported). In this case, the title conveying a tract of public land in the Province of Zambales to Antonio Lorenzo Barretto was described by natural boundaries as follows: "Baldíos y realengos unos terrenos situados en la Provincia de Zambales, jurisdicción del Pueblo de Cabungan, Sitio de Balintagac, lindando al sur, con el Monte de Carmen; al norte, el Río Anonang; al este, el rincón de Balintagac y al oeste el Monte de Tictic." The area was stated to be 200 quinones and for each quinón four reales were paid.

This court said:

"Dado que, excepto el Rio Anonang al lado norte, los demas linderos consignados en este titulo no son puntos o linderos especificos por no constar claramente ni en tal documento ni en las pruebas aportadas donde empiezan determinadamente el monte del Carmen, el rincón de Balintagac o el Monte de Tictic, y teniendo en cuenta que la venta efectuada por el Gobierno español a favor de D. Antonio Lorenzo Barretto causante del actual solicitante, no fue a cuerpo cierto toda vez que los linderos son inciertos sino de 200 quinones a razón de cuatro reales cada quinón, es decir, a un tanto por unidad de medida, entendemos acertada la alegación de los abogados del apelante de que la verdadera intención del Estado como vendedor y del referido D. Antonio Lorenzo Barretto como comprador fue transferir a este 200 quinones de terreno en aquel Sitio de Balintagac extendiéndose desde el Rio Anonang hacia el sur, este u oeste. Y tal intención del Estado de celebrar la venta, no a cuerpo cierto, sino a un tanto por unidad de medida y que, antes del 7 de abril de 1869 todavía daba lugar a incertidumbres en casos dudosos, quedó desde dicha fecha definitivamente reconocida por el orden del Poder Ejecutivo, a la cual se refiere Manresa en el párrafo que transcribimos a continuación:

" 'Desde esta fecha de 7 de abril de 1869 es, por lo tanto, indudable que las ventas de bienes del Estado no se hacen a cuerpo cierto, sino a razón de un tanto por unidad de medida o número. Por otra parte, las sentencias del Tribunal Supremo de 5 de mayo de 1870 y de 11 de febrero de 1877, y el Real Decreto sentencia de 20 de marzo de 1885, coinciden en afirmar que la doctrina de los cuerpos ciertos no pueden tener aplicación a las ventas del bienes del Estado, sea cual fuere su fecha/ (10 Manresa, Comentarios al Código Civil Español, pag. 164, Edición de 1908.)"

The same principle has been embodied in several decrees. In the Royal Decree of November 27, 1880, published in the Gaceta de Manila, No. 65, of March 6, 1881, it was said, among other things:

"Acreditado por los mismos títulos que presenta Ramirez, que lo que verdaderamente adquirió del Estado o mejor bus causantes D. Mariano Albea y D. Felix Guiano, se reduce sólo a 2438 hectáreas, poco mas o menos, es evidente que la pretensión de que se le reconozca como legítimo poseedor de 16,000, a pretexto de lo que adjudicado ha de entenderse como cuerpo cierto, si se apoya en disposición alguna positiva, ni en doctrina, ni principios atendibles bajo ningún concepto, pues la teoría de cuerpos ciertos, desechada ya en la Península absolutamente, según se declara en varias disposiciones del Gobierno, no ha regido nunca en Filipinas, ni aun cuando hubiera estado en vigor, sería aplicable a este caso dados los términos en que se hicieron las respectivas adjudicaciones. Otro tanto puede decirse de las demás pretensiones formuladas por el recurrente Ramirez, invocando los principios de equidad porque esta no puede ser decisiva cuando se perjudican los intereses de una de las partes; y es notorio que aquí se perjudicarían notablemente los del Estado, tolerando una usurpación tan considerable o recibiendo como precio muchísimo menos del que realmente tienen los terrenos que al mismo Estado pertenecen."

In paragraph 5 of the "Decreto del Gobierno General de 20 de agosto de 1880", hereinbefore referred to, the principle regarding the collusiveness of area was plainly recognized:

"En cualquiera época en que se descubra error o ocultación en la medida del terreno, que exceda de un quinto de la cabida total, y en caso de que se averigüe que no ha sido consignada en el acta la reclamación hecha por alguna persona, o que los límites no se han expresado con exactitud, se anulara la adjudicación y el Estado reivindicaría la propiedad del terreno, cualesquiera que sean las condiciones en que se halle, sin indemnización alguna por las mejoras que el poseedor hubiere hecho, ni reintegro de lo satisfecho." Of the same tenor is paragraph 3 of the Royal Decree of June 22, 1882:

"Si entablase reclamación sobre exceso o falta de cabida del terreno subastado y del expediente resirtase que dicha falta o exceso iguale a la quinta parte de la expresada en el anuncio, será nula la venta; quedando en el caso contrario, firme y subsistente y sin derecho a indemnización la Hacienda ni el comprador." Article 27, Royal Decree of January 19, 1883, provided:

"El error tolerable en las mediciones de baldíos realengos será el de cinco por ciento de la cabida total. Cuando exceda de dicha cantidad y no pase del quince por ciento, el mismo poseedor del terreno tendrá derecho a la composición de la parte sobrante por el precio de la tasación que corresponda considerado como baldío; pero si

el exceso fuese mayor de quince por ciento se sacara a subasta con obligaci6n por parte del rematante de indemnizar al poseeder el importe de las mejoras se hara por un perito nombrado por cada parte y por un tercero nombrado por la Administraci6n en caso de discordia. Cuando el error de la medicion exceda del quince por ciento, se instruira expediente para exigir a los peritos la responsabilidad que corresponda."

In three recent cases involving also lands situated in the Province of Masbate, this court applied the foregoing principle governing the sale of lands of the public domain and denied the application for registration of lands in excess of those stated in the titles concerned. These are the cases of *Rosado vs. Director of Lands* (58 Phil, 833); *Martinez vs. Director of Lands* (G. R. No. 37303, promulgated January 19, 1934 [59 Phil., 958]); and *Valdez vs. Director of Lands* (62 Phil., 362).

In the first of these cases, the title described the land as follows: "Al norte y oeste, terrenos del Estado; al este, playa, y al sur, bosque y terrenos del Estado." The area was stated to be 144 hectares, 89 ares and 76 centiares. The applicant, however, sought the registration in his favor of 966 hectares, 30 ares and 95 centiares of public pasture land. In rejecting the application, this court said:

"It is doubtless true that when a deed describes a tract of land by definite and ascertainable boundaries, an additional statement as to the area included is of secondary importance, because it is presumed that the parties to the deed contracted with reference to the land specifically delimited in the description. But this rule, has no application in the present case for two reasons: First, because the land is not specifically delimited by definite and ascertainable boundaries; and, second, because the record shows, as above set out, that the Spanish Government and Alejandro Dano contracted with reference to a definite area, because the minimum acceptable bid was based on the area of 144 hectares, 89 ares and 70 centiares."

In the second case, the title described the land as bounded on the north by the Boracay River and public land; on the east by the sea; on the south, by the Bangad River and public land; and on the west, by public cogon land. The area was stated to be 80 hectares, 71 ares and 30 centiares but the applicant sought the registration of 866 hectares, 54 ares and 17 centiares of land. After quoting the rule laid down in the case of *Rosado vs. Director of Lands*, supra, this court said:

"In the case before us the price of the grant was estimated on the basis of two pesos per hectare and the price paid for 80 hectares, 71 ares and 30 centiares amounted to only about P161. This does not show a right to the 866 hectares and a fraction claimed by the appellant."

In the third and last case, the total area sold by the Spanish Government and purchased by the grantees in 19 titles was 2,225.9194 hectares of land. The lands were sold to the grantees at a fixed price per hectare. In denying the application for 28,006.5959 hectares of public land, this court referred to the two cases above discussed and said:

"Under the Royal Decree of October 28, 1869, the decisions of the Intendencia General de Hacienda adjudicating titles to public lands were required to be published in the *Gaceta de Manila* of which we take judicial notice. (*Director of Lands vs. Absol6*, 46 Phil., 282, 307.) From these decisions as well as from the recitals in the nineteen titles themselves, which are the origin of the claimants' title in the case before us, it appears that each of the nineteen tracts was sold to the purchaser at a fixed price per hectare, that is to say, both the government and the purchaser contracted specifically with reference to the area stated in the titles. For each title the government was paid by the hectare for the number of hectares indicated in the title and no more. Any area granted to these applicants in excess of the percentage of permissible error would be a pure gift without consideration whatever to the State."

In view of the foregoing, we conclude that the applicant, Mateo C. Sanchez, is entitled to the registration only of 131 hectares and 13 ares of the land claimed by him and to the issuance to him of a certificate of title covering this area. Judgment is accordingly modified and upon the submission of an amended and approved plan in

conformity with this decision, the lower court will order the issuance of the corresponding decree of registration and confirmation of title. No costs will be charged in this instance. So ordered.

Avanceña, C. J., Villa-Real, Abad Santos, Imperial, Diaz, and Recto, JJ., concur.

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