

ERNESTO DICHOSO, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND TEODOLFO RAMOS, RESPONDENTS.

G.R. No. 55613. December 10, 1990

Ponente: PARAS, J.

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PARAS, J.:

This is a petition for certiorari of the July 8, 1980 decision* of the Court of Appeals which affirmed the November 3, 1975 decision** of the then Court of First Instance of Camarines Sur, the dispositive portion of which reads, as follows:

"WHEREFORE, judgment is hereby rendered declaring the plaintiff owner of the land described in paragraph 2 of the complaint; and ordering the defendants, Ernesto Dichoso and Marcelino Enciso, to reconstitute the possession of the land to the plaintiff and to deliver to the plaintiff 40 cavans of palay for every year from 1964 until the land in question is returned to the latter or their equivalent value of P15.00 per cavan of palay. With costs against the said defendants.

SO ORDERED."

(CA Decision, Rollo, p. 14)

The facts of the case are as follows:

The spouses Gaspar Prila and Maria Beldad, owned a 16.8716 hectare parcel of land at Cagmanaba, Ocampo, Camarines Sur, surveyed in the name of Gaspar Prila under Plan Psu-61453 (Exhibit "2"). Upon the death of Maria Beldad in 1925, the eastern half thereof was given to Vivencia Prila, their only daughter, and when Gaspar Prila died in 1943, the 1/2 portion pertaining to him was divided into three: one third to Vivencia Prila, one third to Asuncion Pacamara and the other one-third to Custodia Parcia, as reflected in the Extra-judicial Settlement of Estate executed on November 22, 1945. Under the terms of said settlement, 4/6 of the entire land or 11.2477 hectares was adjudicated to Vivencia Prila, 1/6 or 2.8119 hectares to Asuncion Pacamara and another 1/6 or 2.8119 hectares to Custodio Parcia. This stipulation was reiterated by both Vivencia Prila and Asuncion Pacamara in an agreement dated March 29, 1947 duly registered with the Register of Deeds on June 22, 1947 and was furthermore confirmed judicially by the Court of First Instance of Camarines Sur, in Civil Cases Nos. 3370 and 4468.

In 1955, Vivencia Prila sold her 4/6 portion with an area of 11.2477 hectares to the petitioner Ernesto Dichoso who had been, ever since, in actual physical possession thereof, exercising various acts of ownership thereon.

On the other hand, in a Deed of Sale dated June 17, 1948, Asuncion Pacamara sold to the wife of private respondent Teodolfo Ramos her 1/6 share, but the deed mentions the area of the lot sold as 4.1250 hectares; obviously in excess of Pacamara's 1/6 share in the property of 2.8119 hectares. Hence, aforesaid 4.1250 hectares which Ramos claims to have possessed, is now the land in question.

As described in Ramos Deed of Sale dated June 17, 1948, the land bought by his wife is as follows:

"Cogon land situated in the barrio of Cagmanaba, Municipality of Pili, Province of Camarines Sur, with an area of approximately 4 hectares, 12 ares, and 50 centares, and is bounded on the North by a dam, limited by the same dam, measuring 120 meters; on the East, Cagmanaba River, limited by the same river, measuring 200 meters; on the South, heirs of Gaspar Prila and Mariano Rodriguez, limited by an irrigation ditch, measuring 200 meters; on the West, heirs of Gaspar Prila and limited by a big stone, measuring 350 meters." (Exhibit "A", Original Records)

The said Deed of Absolute Sale was notarized and registered with the Register of Deeds of Camarines Sur on August 2, 1948. Realty taxes for the years 1956-1960 were paid on July 22, 1960 and for the years 1961-1962 on November 18, 1964 (CA Decision, Rollo, p. 15)

Herein respondent Teodolfo Ramos took possession of the contested rice land upon its purchase. It yielded an average harvest of 20 sacks of palay per planting which was twice a year. One-third of the harvest went to Ramos and the remaining two-thirds was the tenant's share (Rollo, pp. 15-16).

On the other hand, petitioner Ernesto Dichoso claims that the disputed land is inside his property of 11.2477 hectares which he acquired from Vivencia Prila for P2,000.00 and evidenced by a Deed of Absolute Sale dated February 9, 1955, which was more particularly described as follows:

"BEING the eastern portion of Plan PSU?61453 BOUNDED on the North by Joaquin Interino before, now Mariano Rodriguez; on the East by Cagdaga Creek, on the other side of which is Mariano Rodriguez, before heirs of Mariano Fuentebella; on the South by heirs of Mariano Fuentebella before, now Mariano Rodriguez; on the West by the rest of Plan PSU-61453, namely Asuncion Pacamara before, now Rodolfo Ramos. CONTAINING an area exactly ELEVEN (11) hectares, TWENTY-FOUR (24) ares, and SEVENTY-SEVEN (77) centares. DECLARED under Tax Declaration No. 1648 in the name of Alejandro Casin and assessed at P3,450.00. All boundaries are marked and delimited by B.L. and P.L.S. concrete cylindrical monuments. The foregoing property is not registered under Act No. 496 nor under the Spanish Mortgage Law; wherefore, the parties herein have agreed to register this instrument under the provisions of Act No. 3344, as amended." (Exhibit "1", Original Records)

Sometime in 1962, Teodolfo Ramos, in the company of a constabulary soldier and two policemen from Ocampo, allegedly seized the produce of the land consisting of 50 cavans of palay from the tenant of herein petitioner.

In retaliation, petitioner Dichoso also brought along with him in 1963, a constabulary soldier and appropriated 6 cavans of the produce (CA Decision, Rollo, p. 17).

On December 12, 1967, respondent Ramos filed a complaint for quieting of title over the 4.1250 hectare riceland before the then Court of First Instance of Camarines Sur which was docketed as Civil Case No. P-20. A commissioner was appointed by the Court on March 17, 1970 to determine the area and boundaries of the respective claims of the parties in accordance with their monuments of title. He submitted his report on March 31, 1970 which was approved by the Court in its Order dated April 13, 1970.

As aforesated, the trial court rendered its decision on November 3, 1975 in favor of Ramos and against Dichoso (Rollo, pp. 14-15).

On appeal, the Court of Appeals, on July 8, 1980, affirmed the decision of the trial court (CA Decision, Rollo, p. 14).

Hence, this petition.

Petitioner assigned two (2) errors, namely:

I

THE HONORABLE COURT OF APPEALS ERRED IN FINDING THAT PRIVATE RESPONDENT TEODOLFO RAMOS IS THE OWNER OF THE 4.1250 HECTARE LAND IN QUESTION.

II

THE HONORABLE COURT OF APPEALS ERRED IN REQUIRING THE PETITIONER TO DELIVER FORTY (40) CAVANS ANNUALLY TO PRIVATE RESPONDENT DESPITE ITS FINDING THAT ONLY ONE-THIRD (1/3) OF THE PRODUCE "WENT TO" THE PLAINTIFF (RAMOS), TWO-THIRDS (2/3) BEING FOR HIS TENANT.

The petition is impressed with merit.

It is undisputed that the land in question is part of the bigger mass of land measuring 16.8716 hectares originally owned by the spouses Gaspar Prila and Maria Beldad, and that this mass of land was adjudicated among the heirs in the proportion aforementioned. And that Dichoso derived his title from Vivencia Prila while Ramos acquired his title from Asuncion Pacamara.

Dichoso contends that his claim is limited to 11.2477 hectares portion sold to him by Vivencia Prila which is exactly four-sixth (4/6) of the 16.8716 hectares originally owned by their common predecessor-in-interest. Ramos acquired his title from Asuncion Pacamara, who inherited one-sixth (1/6) of the 16.8716 hectares mass of land. Inasmuch as the share of Asuncion Pacamara is limited to one sixth (1/6) of the 16.8716 hectares, or 2.8119 hectares, she cannot legally transmit to Ramos an area in excess thereof.

Ramos, on the other hand, argues that while it is true that Asuncion Pacamara's share is one-sixth (1/6) pursuant to the Extra-Judicial Settlement Agreement, but on a subsequent agreement (Exhibit "13"), Vivencia Prila ceded to Asuncion Pacamara one hectare more located on the northern portion of the land covered by Original Certificate of Title No. 1176. In effect, Asuncion Pacamara owns at least six (6) hectares of land. Furthermore, the Deed of Conveyance was registered on August 2, 1948 and the property has been declared for tax purposes in the name of Ramos' wife. Above all these, the question raised by Dichoso is purely a question of fact.

The records show, however, that the one hectare ceded by Vivencia Prila to Asuncion Pacamara on the northern portion of the land supposed to be covered by Original Certificate of Title No. 1176, is not the same land covered by said Original Certificate of Title (Original Exhibits, Exhibit "3", p. 1). Therefore, while it may be true that Asuncion Pacamara may have been adjudicated a total of six (6) hectares of land, but what is covered by Original Certificate of Title No. 1176 pursuant to the Extra-Judicial Settlement Agreement and the agreement subsequent thereto insofar as Vivencia Prila's share is concerned, remains to be one-sixth (1/6) or 2.8119 hectares (Original Exhibits, Exhibit 3", p. 4).

The striking similarities in the boundaries between the parcel of land in dispute and the property of Ramos' wife, particularly the boundaries on the North, which is the dam, and on the East, which is the Cagmanaba River, and the fact that the deed of sale in favor of Ramos' wife was executed and registered ahead of that of Dichoso's deed of sale, led the trial court to conclude that the property in dispute tallies with the land bought by Ramos' wife. It must be pointed out, however, that the deed of sale in favor of Ramos' wife explicitly described the property as being bounded "on the South (by) heirs of Gaspar Prila and Mariano Rodriguez, limited by an irrigation ditch, measuring 200 meters; on the West (by) heirs of Gaspar Prila, limited by a big stone, measuring 350 meters." The commissioner's report (Exhibit "11") identified the land claimed by Ramos and indicated in the sketch as the portion surrounded by a red line inside Lot-3, the portion pertaining to Dichoso. As indicated in the said sketch the land of Dichoso is labelled as Lots-1 and 3 and the portion labelled as Lot-2 is the land of Ramos. A further

scrutiny of Exhibit "11" shows that the area being claimed by Ramos, which was enclosed by a red line, went beyond the irrigation ditch. This is contrary to the technical description in the deed of sale in favor of Ramos' wife as to the boundary on the southern portion of the property (Original Exhibits, Exhibit "11").

While the jurisdiction of this Court in cases brought from the Court of Appeals is limited to the review of errors of law, said appellate court's finding of facts being conclusive, there are exceptions, among which are: (1) when the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly absurd, mistaken, or impossible; (3) x x x; (4) when the judgment is premised on a misapprehension of facts; (5) x x x. (*Rizal Cement, Co., Inc. vs. Villareal*, 135 SCRA 15, February 28, 1985).

This Court has held that in cases of conflict between areas and boundaries, it is the latter which should prevail. What really defines a piece of ground is not the area, calculated with more or less certainty, mentioned in its description, but the boundaries therein laid down, as enclosing the land and indicating its limits (*Erico v. Chigas*, 98 SCRA 575, July 16, 1980). In a contract of sale of land in a mass, it is well established that the specific boundaries stated in the contract must control over any statement with respect to the area contained within its boundaries. It is not of vital consequence that a deed or contract of sale of land should disclose the area with mathematical accuracy. It is sufficient if its extent is objectively indicated with sufficient precision to enable one to identify it. An error as to the superficial area is immaterial (*Loyola v. Bartolome*, 39 Phil. 544, January 24, 1919 reiterated in *Erico v. Chigas*, supra).

With reference to the second error, petitioner alleged that since respondent's share of the harvest is only one-third (1/3), the remaining two-thirds (2/3) representing his tenant's share, only the one-third (1/3) of the annual harvest must be awarded to Ramos.

Ramos, on the other hand, argues that his tenant will be deprived of his share if only one-third (1/3) of the harvest will be awarded to him.

Actual or compensatory damages cannot be presumed, but must be duly proved, and proved with reasonable degree of certainty. A court cannot rely on speculation, conjecture or guesswork as to the fact and amount of damages, but must depend upon competent proof that they have suffered and on evidence of the actual amount thereof (*Dee Hua Liong Electrical Corporation v. Reyes*, 145 SCRA 713, November 25, 1986).

It is undisputed that the land in question yields an average of twenty (20) sacks of palay per planting and that it is planted to palay twice a year. Ramos' share of the harvest is only one-third (1/3). In view of his dispossession from 1964 and the fact that his tenant has vacated the land that same year (TSN; Hearing of February 10, 1971, pp. 2-3), he cannot allege that his tenant is entitled to his two-thirds (2/3) share.

PREMISES CONSIDERED, the decision appealed from is hereby SET ASIDE and the area of the land awarded to herein respondent Ramos is hereby LIMITED to 2.8119 hectares in accordance with the boundaries indicated in the deed of sale in favor of his wife, and the award of actual damages is hereby REDUCED in proportion to the area that may be awarded to Ramos and to his one-third (1/3) participation in the harvests, from 1964 up to the time the land appurtenant thereto is returned to the respondent.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

* Penned by Associate Justice Onofre A. Villaluz and concurred in by Associate Justices Venicio Escolin and Guillermo P. Villamor.

** Penned by Judge Miguel Navarro.

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