

Title: Felipa Binasoy Tamayao, et al., vs. Felipa Lacambra, et al.

****Facts:****

This case involves a complex series of transactions over a single parcel of land, originally owned by Vicente Balubal. Following his death, the land, designated as Lot No. 2930 and covered by OCT No. 6106, passed to his heirs, Jose and Tomasa Balubal. The property underwent multiple purported sales: first in 1962 to Juan Lacambra; second, portions thereof to the Spouses Tamayao in 1980; and third, an entire lot sale back to the Spouses Tamayao in 1981, orchestrated by heirs of Vicente Balubal. The successive sales led to disputes over rightful ownership, culminating in civil litigation.

The heirs of Juan Lacambra filed a complaint against the Spouses Tamayao and the heirs of Balubal in the Regional Trial Court (RTC) to annul the 1981 sale and the title issued to the Spouses Tamayao (TCT No. T-54668), which was entertained and resulted in a joint trial with a related case filed by two heirs of Lacambra seeking legal redemption of the part sold to Spouses Tamayao.

****Issues:****

1. Was the RTC correct in upholding the validity of the first sale to Juan Lacambra and subsequently declaring the heirs of Lacambra as rightful owners?
2. Was the CA correct in affirming the annulment of the third sale made by the heirs of Balubal to the Spouses Tamayao?

****Court's Decision:****

The Supreme Court (SC) denied the petition, upholding the CA and RTC's decisions. The SC found that the first sale in 1962 was valid, effectively transferring ownership to Juan Lacambra due to the presumption of regularity of notarized documents and the failure of the Spouses Tamayao to present compelling evidence to the contrary. It was immaterial that the sale was not registered, as the sale's execution in a public document represented constructive delivery of the property. Furthermore, the Spouses Tamayao were deemed to have acted in bad faith by purchasing the property in 1981 despite knowing the existence of the prior valid sale to the Lacambras.

****Doctrine:****

1. ****Consensual Nature of Sales:**** A sale is perfected at the moment there is a meeting of minds upon the thing sold and the price, regardless of the subsequent execution of the deed.
2. ****Importance of Good Faith in Double Sales:**** In cases of double sales, ownership is

awarded based on priority of registration in good faith. Knowledge of a defect or prior claim defeats claims of good faith.

****Class Notes:****

- The principle of **primus tempore, potior jure** (first in time, stronger in right) underscored.
- The function of notarization in imparting presumptive regularity to documents.
- Registration of a sale under the Torrens system does not confer ownership but merely confirms it.
- The legal implications of buying property in bad faith, particularly in the context of double sales.

****Historical Background:****

This case illustrates the complexities and disagreements that can arise from real estate transactions in the Philippines, highlighting the critical roles played by registration, notarization, and the principle of good faith in the transfer of property. It underscores the importance of due diligence in property dealings, as well as the enduring tenet that no one can give what they do not have (**nemo dat quod non habet**).