

****Title:** Garcia v. Calaliman, G.R. No. L-27344, October 30, 1989******

****Facts:****

1. On February 11, 1946, Gelacio Garcia died intestate, leaving a 372 sq.m. parcel of unregistered land in Tubungan, Iloilo to his nephews, nieces, and grandnephews.
2. On December 3, 1954, several heirs (Juanita Bertomo, Joaquin Garcia, Porfirio Garcia, etc.) signed an "Extrajudicial Partition and Deed of Sale," selling their shares for P500 to Jose Calaliman and Paciencia Trabadillo.
3. The sale was registered in the Register of Deeds of Iloilo on February 24, 1955 (Inscription No. 20814).
4. On December 17, 1954, another group of heirs (Rosario Garcia, Margarita Garcia, Dolores Rufino, etc.) also sold their shares through attorney-in-fact Juanito Bertomo. This deed was registered on December 22, 1954 (Inscription No. 20640).
5. On May 7, 1955, the remaining heirs (Francisco Garcia, Paz Garcia, Maria Garcia) filed Civil Case No. 3489 with the CFI of Iloilo seeking legal redemption of the property portion sold by their co-heirs, alleging they were not notified of the sale and would have purchased the shares if offered.
6. The trial court ruled in favor of plaintiffs on September 12, 1957, ordering the resale for P800. Both parties appealed the decision.
7. On August 31, 1966, the Court of Appeals reversed the trial court decision and dismissed the plaintiffs' complaint.
8. Plaintiffs petitioned the Supreme Court on December 12, 1966, which initially dismissed the petition but later granted due course on February 8, 1967.

****Issues:****

1. Whether the 30-day period prescribed in Article 1088 of the Civil Code for legal redemption had lapsed.
2. Whether there was an offer to reimburse the defendants for the land.
3. Whether the appellate court erred in reversing the trial court's decision and not awarding damages to the plaintiffs.

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

1. ****First Issue: Running of the 30-day period under Article 1088 of the Civil Code****
 - The Supreme Court ruled that the 30-day period did not start as the petitioners did not receive written notification of the sale.
 - The court cited precedents indicating actual knowledge of the sale does not replace the legal requirement for written notice.

- Petitioners did learn about the sale from a co-heir and attempted contact on December 26, 1954, and through documents in March 1955. Filing the case on May 7, 1955, was within an acceptable period from when they obtained document access.

2. **Second Issue: Offer to Reimburse**

- The Court found that the petitioners' letter to respondents requesting legal redemption indicated their willingness to reimburse.

- The refusal by respondents to disclose sale price details substantiated that petitioners had shown intent to reimburse promptly.

3. **Third Issue: Reversal by the Appellate Court and Award of Damages**

- The court held that the appellate court's reversal overlooked the requirement for written notice and petitioners' diligence.

- Awards for damages, attorney's fees, and costs were justified due to respondents' bad faith in refusing redemption and asserting ownership over shares of non-selling heirs.

Doctrine:

- **Principle of written notice in co-heir sales:** According to Article 1088 of the New Civil Code, co-heirs must receive written notice from vendors to start the redemption period; verbal notice and actual knowledge are insufficient.

- **Legal Redemption Rights:** Written notice ensures clarity and initiates the statutory period for exercising legal redemption rights.

Class Notes:

- **Key Elements of Legal Redemption (Art. 1088):**

1. Sale of hereditary rights by any heir.
2. Requirement of written notification to co-heirs.
3. Redemption period of one month from written notice.

Relevant Citation: Article 1088 - "Should any of the heirs sell his hereditary rights to a stranger before the partition, any or all of the co-heirs may be subrogated to the rights of the purchaser by reimbursing him for the price of the sale, provided they do so within the period of one month from the time they were notified in writing of the sale by the vendor."

Historical Background:

- Post-WWII Philippines saw a re-emergence of disputes over inheritance and land rights, emphasizing the protection of co-heirs' rights under the Civil Code.

- The case reflects legal continuities addressing familial land entitlements amidst economic

re-stabilization.